



The City of Canton

Invitation to Submit Application for Mowing

City of Canton, Ohio
Purchasing Department
218 Cleveland Ave. SW, 4th floor
Canton, Ohio 44702

Mowing of City owned and/or controlled Lots

Item/Project

Building Code Department

Responsible Department

June 14, 2021 on or before 4:00 PM local time

Bids Due

Application Submitted By:

Company Name

Street Address

City

State

Zip

Contact Person

Phone No.

Email Address



LEGAL NOTICE

Ordinance 244/2020

The Director of Public Safety of the City of Canton, Ohio will accept applications on or before 4:00 PM local time, June 14, 2021, for the purpose of entering into contract for the purchase of:

Mowing of City owned and/or controlled Lots

The City will disqualify any application not received on or before 4:00 PM local time on June 14, 2021. Shortly after the deadline for the submission of applications, applications received on time will be opened.

Submit all applications to the City of Canton Purchasing Department, 218 Cleveland Avenue SW, Purchasing Department/Fourth Floor, Canton, Ohio 44702 according to the instructions in the Invitation to Submit Application for Mowing posted on the City of Canton Purchasing Department website at <https://cantonohio.gov/purchasing>.

Each application must contain the full name of every person or company participating in the application process.

The Board of Control reserves the right to reject any or all applications and to accept the application(s) deemed most beneficial to the City of Canton.

All companies must submit their Federal ID Number for IRS purposes.

The Applicant is responsible for monitoring the above named website for any official addenda.

It is requested that the applicant print the entire Invitation to Submit Application for Mowing and submit it in its entirety.

Please contact Director of Purchasing Andrew Roth at Andrew.roth@cantonohio.gov if you have any questions regarding this Invitation to Submit Application for Mowing.

By order of the Director of Public Safety: Andrea Perry
Published in the Canton Repository: May 28, 2021 and June 4, 2021



Section I: Table of Contents

Invitation to Submit Application for Mowing	1
LEGAL NOTICE.....	2
Section I: Table of Contents	3
Section II: Application Forms and Instructions.....	4
Section III: Application Specifications.....	20
Section IV: Application Signature Page	31
Exhibit A – Schedule of Prices Paid for Services	
Appendix A: City Ward Map	



Section II: Application Forms and Instructions

A complete Applicant packet will consist of the items listed below.

Complete this checklist to confirm the items required in your Application. Place a checkmark or "X" next to each item that you are submitting to the City of Canton. Failure to submit the listed documents may be cause for rejection of your application. This checklist should be returned with your application.

Please provide each of the documents listed below to be considered for this Mowing Rotation Program. It is each applicant's responsibility to become familiar with all terms and conditions contained in these documents.

- _____ Application Form 1: Applicant/Contractor Information
- _____ Application Form 2: Personal Property Tax Certification (ORC 5719.042)
- _____ Application Form 3: Applicant/Contractor Employment Practices Report
- _____ Application Form 4: Income Tax Certification
- _____ City of Canton Contract
- _____ Certificate of Insurance
- _____ Worker's Compensation Certificate
- _____ Section IV completed and signed
- _____ References (to be submitted with Application)
- _____ Equipment List (to be submitted with Application)
- _____ W9 Tax Form (to be submitted with Application)

All of these documents must be submitted by 4:00 PM to the address below on June 14, 2021 in order to be considered for the mowing program. Should you have any questions, please contact Andrew Roth, Director of Purchasing at Andrew.roth@cantonohio.gov or 330-438-4184.

**Submit application packets to: City of Canton Purchasing Department
218 Cleveland Ave. SW, 4th floor
Canton, OH 44702**



Application Form 1: Applicant/Contractor Information Rotation Mowing, Clean Up & Debris Removal

I have read the City of Canton's instructions to applicants and general specifications included in this Request for Application and would like to be considered for contract award. I agree to perform the subject Contract as specified and understand all conditions of award. I also agree to abide by the City, County, State of Ohio and OSHA safety policies.

APPLICANT/CONTRACTOR INFORMATION

1. Please provide the following information.

a. Name of Applicant/Contractor _____

b. Business Address _____

City	State	Zip
------	-------	-----

c. Business Telephone Number ()

d. Person, address, email and telephone to whom official notices are to be sent _____

e. Person, address, email and telephone for further information regarding this contract _____

f. State(s) of incorporation (w/dates of incorporation) _____

g. Principal place of business _____

h. Federal I.D. Number # _____



2. Form of Business Organization (please circle one).

Corporation

Partnership

Other

3. The applicant/contractor shall provide the names and addresses of all persons interested as principals (officers, partners, and associates) in this application. Write first name in full, and give titles for offices.

_____	_____
_____	_____
_____	_____
_____	_____

All of the above, including the signatory to this contract, are citizens of the United States, except the following. (Provide names and addresses of those not a citizen of the United States.)

_____	_____
_____	_____
_____	_____
_____	_____

4. Name and address of other person, firms or companies interested in this contract.

_____	_____
_____	_____
_____	_____
_____	_____



Application Form 2: **Personal Property** Tax Certification (ORC 5719.042)

NOTE: The below form and/or certification must be retyped on the applicant's letterhead and notarized utilizing either paragraph (A) or (B), and paragraph (C) as it applies to your company.

Office of the Auditor
City of Canton
218 Cleveland Avenue S.W., 2nd floor
Canton, OH 44702

To Whom It May Concern:

(A) The undersigned hereby certifies that the party for whom the contract award is being considered was not charged with any delinquent personal property tax at the time of the application opening for the project nor is said party currently charged with such a delinquency on the general tax list of personal property for Stark County, Ohio.

Or

(B) The undersigned hereby certifies that the party for whom the contract award is being considered has been charged with a delinquency regarding personal property tax on the general tax list of personal property for Stark County, Ohio, either currently, or at the time of the application opening for the project. The amount of the due and unpaid delinquent taxes, including any due and unpaid penalties and interest thereon is

and

(C) It is understood that, under Ohio law, this statement is to be signed by the party whose Application has been tentatively accepted, and must be affirmed under oath. The law also requires that his statement is to be submitted to the City Auditor and this statement must be incorporated into the pending contract before any payment can be made under the subject contract.

Name of Company

Signatory

Secretary

Sworn to and subscribed in my presence this _____ day of _____, 20

(Notary Public)



Application Form 3: Applicant/Contractor Employment Practices Report

CONTRACT COMPLIANCE AND EEO FORMS

Instructions

This form is designed to provide an evaluation of the Contractor's policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex or national origin. The Contractor will be required to complete and submit the Applicant and Contractor Employment Practices Report. Additionally, the Contractor will be required to submit an "affirmative action plan" and/or "EEO policy." If the Contractor does not have a formal EEO policy, it will be required to complete and submit the provided EEO policy statement.

I. INSTRUCTIONS

- A. This form is designed to provide an evaluation of your policies and practices as they relate to the extension of equal employment opportunity to all persons regardless to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- B. City of Canton Codified Ordinance 507 and rules and regulations pursuant thereto provide for a contract compliance inspection of personnel policies and practices related to any contract with the City including contracts for work, labor, services, supplies, equipment, materials, leases, concession agreements, and permits.
- C. Completion of this Contractor and Applicant Employment Practices Report is one of the steps which demonstrate compliance with the City's Equal Employment Opportunity Program. Responsibility for demonstrating compliance with the Program by the applicant/contractor and its subcontractors rests with the applicant/contractor or subcontractor. Such demonstration is a prerequisite for continued eligibility for the award City contracts.



II. APPLICANT/CONTRACTOR INFORMATION

<p>1. Reporting Status</p> <p>A. Prime Contractor B. Prime Subcontractor C. Supplier D. Other (Specify)</p>
<p>2. Name, Address and Telephone Number of Applicant/Contractor Covered by This Report</p>
<p>3. Name, Address and Telephone Number of Principal Official or Manager of Applicant/Contractor</p>
<p>4. Name, Address and Telephone Number of Principal Office of Applicant/Contractor</p>



III. POLICIES AND PRACTICES

The applicant and/or Contractor will indicate his/her willingness or unwillingness to comply with the requirements of the Equal Employment Opportunity Program of the City of Canton by circling the applicable letter associated with each item below. The letters are interpreted as follows:

- A – Current Practice
- B – Company will immediately Adopt this Policy
- C – Unable to Adopt Policy

Circle One	Items	State Reason if (C) is checked
A B C	1. The company will adopt a policy of non-discrimination on the basis of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity, with regard to recruitment, hiring, training, upgrading, promotion and discipline of employees or applicants for employment. This policy will be communicated in writing to all employees, subcontractors, recruitment sources and all relevant labor organizations and unions.	
A B C	2. The Company will develop procedures which will assure that this policy is understood and carried out by managerial, administrative, supervisory personnel.	
A B C	3. The company will use recruitment sources such as employment agencies, unions, and schools which have a policy of referring applicants on a non-discriminatory basis.	



The City of Canton

A B C	4. The company will participate in training programs for the benefit of employees or prospective employees, according to the intent of City Codified Ordinance 507.	
A B C	5. Company recruiters will seek a broad recruitment base in order that a representative cross-section of applications might be obtained, and will refrain from a hiring policy which limits job applicants to persons recommended by company personnel.	
A B C	6. Company will take steps to integrate any position, departments, or plant locations which have no minority persons, or are almost completely staffed with one particular ethnic or racial group.	
A B C	7. The Company will review its qualifications for each job to determine whether such standards eliminate unemployed persons who could, if hired, perform the duties of the job adequately. The following qualifications should be reviewed: Education, Experience, Tests, and Criminal Records.	
A B C	8. Residence in a particular geographical area will not be a qualifying or disqualifying criterion for employment with the Company.	
A B C	9. The Company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity.	



REMARKS: Please explain any identification data appearing on the last report which differs from that given above. This includes major changes in employment, changes in composition of reporting units, and other pertinent information. Use a separate sheet if additional space is required.

V. ADDITIONAL INFORMATION (Optional)

Describe any other actions taken which show that all employees are recruited, hired trained, and promoted without regard to their race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity. Use a separate sheet if additional space is required.

VI. POLICY STATEMENT

The City of Canton, Ohio in conformance with local, state, and federal regulations, requires each applicant/contractor, contractor, and material suppliers working on City projects or awarded City contracts be signatures of the following statements:

- 1) It is the policy of _____ that equal employment opportunities be afforded to all qualified persons without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- 2) In support of this document _____ will not discriminate against any employee or applicant because of race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity.
- 3) _____ will take affirmative action to ensure that applicants for employment and current employees are treated fairly without regard to race, religion, color, sex, age, national origin, disability, sexual orientation, or sexual identity. Such action will include but not be limited to recruitment, advertising, or solicitation for employment, hiring, placement, upgrading, transfer or demotion, selection for training including apprenticeship rates of pay or other forms of compensation, layoffs or termination.
- 4) _____ will make every effort to comply with minority utilization goals as follows: (9%) nine percent minorities in your workforce on the job, (6.9%) six point nine percent female utilization on this job, and (10%) ten percent of contract amount expended with minority business enterprises, women-owned business enterprises or a combination of both.
- 5) _____ shall require each sub-contractor hired for this project to adhere to this statement.



VII. SIGNATURE

The undersigned certifies that he/she is legally authorized by the applicant/contractor/bidder to affirm all information and statements included in this employment practices report. That he/she has read all of the foregoing statements, representations, and affirmations and that they are true and correct to the best of his/her knowledge and belief. The undersigned, understands that if any of the statements and representations are made knowing them to be false or there is a failure to implement any of the stated intentions or objectives, set forth herein, without prior notice to the Office of Compliance, the Applicant/contractor could be subject to the loss of current and future awards.

Applicant/Contractor Name

Signature

Title

Date of Signing



Application Form 4: Income Tax Certification

1. All Agency's shall be required to comply with all City of Canton income tax ordinances including the following:
 - a. No person, partnership, corporation or unincorporated association may be awarded a contract with the City under Sections 105.09 or 105.10, unless the applicant/contractor is paid in full or is current and not otherwise delinquent in the payment of City income taxes, including any obligation to pay taxes withheld from employees under Section 182.05 and any payment on net profits under Section 182.06.
 - b. Falsification of any information related to or any post-contractual violation of the requirement to pay City income taxes set forth in subsection (a) shall constitute cause for the rescission of the balance of the contract at the City's discretion.
 - c. No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners a person who is a twenty percent (20%) or greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in the payment of City income taxes as set forth in subsection (a), may be awarded a contract with the City under Sections 105.09 or 105.10.
 - d. A person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent in the payment of City income taxes as set forth in subsection (a) may not be awarded a contract with the City under Sections 105.09 or 105.10.
 - e. By entering into contract with the City of Canton the applicant/contractor agrees with the City regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code including the following:
 - i. Municipal income tax withholding provisions of Sections 718.011(B)(1) and 718.011(D) ORC shall not apply to qualifying wages paid to employees for work done or services performed or rendered inside the City or on City property.
 - ii. The applicant/contractor agrees to withhold income tax for the City from employees' qualifying wages earned inside the City or on City property, beginning with the first day of work done or services performed or rendered inside the City.
2. Applicant/contractors will be registered with the City of Canton Income Tax Department to ensure that the above qualifications are met. Applicant/contractors are encouraged to contact the City of Canton Income Tax Department prior to application with any questions regarding these provisions and for registration. Please contact the following with questions.



City of Canton **Income Tax** Department

Office Address
424 Market Ave. N
Canton OH 44702

Correspondence Address
P.O. Box 9940
Canton, OH 44711

Phone: (330) 430-7900
Fax: (330) 430-7944
Email: cantontax@cantonohio.gov

3. Additionally, all public improvement, professional services, and services contracts shall also contain the following provisions:

Provision 1

Said _____ hereby further agrees to withhold all City income taxes due or payable under Chapter 182 of the Codified Ordinances for wages, salaries, fees and commissions paid to its employees and further agrees that any of its subcontractors shall be required to agree to withhold any such City income taxes due for services performed under this contract. Furthermore, any person, firm or agency that has a contract or agreement with the City shall be subject to City income tax whether a resident or nonresident in the City, and whether the work being done is in the City or out of the City. In addition to the tax withheld for employees, the net profits on the contract shall be subject to City income tax.

Provision 2

By entering into contract with the City of Canton _____ agrees with the City regarding the manner of withholding of City income taxes as provided in Section 718.011(F) of the Ohio Revised Code.

- i. Municipal income tax withholding provisions of Sections 718.011(B)(1) and 718.011(D) ORC shall not apply to qualifying wages paid to employees for work done or services performed or rendered inside the City or on City property.
- ii. _____ agrees to withhold income tax for the City from employees' qualifying wages earned inside the City or on City property, beginning with the first day of work done or services performed or rendered inside the City. (Ord. 238-2015. Passed 11-30-15.)



CITY OF CANTON MOWING CONTRACT

This Contract made at Canton, Ohio, this _____ day of _____, 2019, by and between the City of Canton, Ohio (hereinafter called "CANTON"), and _____ (hereinafter called "AGENCY").

RECITALS:

WHEREAS, the Council of the City of Canton by Ordinance 551.01 and has authorized this contract; and

WHEREAS, the Board of Control at its meeting on _____, has approved this contract and directed that it be prepared and executed.

NOW, THEREFORE, in consideration of the payment herein provided to be paid by CANTON, and the performance of AGENCY herein set forth, the parties hereto agree as follows:

1. AGENCY agrees to furnish the following listed service:

Mowing

2. Said services shall be furnished to CANTON in accordance with the Specifications for Mowing, a copy of which is attached hereto and marked as Exhibit A and incorporated and made a part of this contract as if fully set out in this paragraph.

3. CANTON agrees that upon complete performance by AGENCY to the satisfaction of the Director of Public Safety, CANTON will pay AGENCY in accordance with the terms contained in the Schedule of Rates, a copy of which is attached hereto and marked as Exhibit B and incorporated and made a part of this contract as if fully set out in this paragraph.

4. It is expressly agreed that AGENCY and its employees shall not be considered or construed as employees of CANTON. It is acknowledged and agreed by the parties that AGENCY is an independent contractor in complete control of its duties under this contract.

5. AGENCY agrees to indemnify and hold harmless CANTON, its officers and employees against any and all claims for injury or damage to persons or property in any way connected with AGENCY's provision of mowing services under this Contract, and to defend at its own expense any suit therefore against CANTON, its officers or employees. AGENCY'S liability to the City of Canton shall not be limited and the City of Canton shall be entitled to all damages



permitted under Ohio law upon AGENCY'S breach, default or non-performance under this Agreement.

6. No assignment of any rights or duties by AGENCY under this Agreement shall be made without the prior written approval by the Director of Public Safety.

7. This Contract shall be effective March 31, 2019 for a period of five years, one year at a time upon mutual agreement from said date with an option to extend the Contract an additional thirty (30) days at the sole discretion of the City of Canton, but may be terminated prior to that for reasons listed below:

- a. By either party and without cause upon ninety (90) days written notice to the other party.
- b. If the Contract was secured by fraud or by the concealment of a material fact by AGENCY, and such fact, if known, would have caused refusal to enter into the Contract.
- c. That CANTON is not satisfied with the general services of the owner and/or employees or with the cooperation it has received while rendering service or any other justifiable cause.
- d. That AGENCY has violated any of the requirements or regulations established by the Director of Public Safety or any terms or conditions of the contract or the specifications.
- e. For continuing overcharges or unauthorized extra charges by AGENCY.
- f. Upon sale of or change in ownership of AGENCY unless and until the new owner executes a new contract with CANTON.
- g. For allowing a lapse in insurance coverage.

8. The Director of Public Safety shall at his/her discretion have the capability to suspend AGENCY for a definite period of time, not to exceed six (6) months in lieu of termination.

9. This Agreement shall be binding upon the parties' heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have currently set their hands in duplicate on the date and at the place first above written.

WITNESSED BY:

THE CITY OF CANTON, OHIO

Andrea Perry
Director of Public Safety



AGENCY

AUTHORIZED SIGNATURE

APPROVED AS TO FORM:

Kristen Bates-Aylward
Law Director



Section III: Application Specifications

1.0 SCOPE AND CLASSIFICATION

- 1.1 Scope: The City of Canton is seeking applications for the mowing of approximately 2,019 Neighborhood Improvement (NIP) lots and vacant/deserted lots within the City. The City has already accepted multiple applications but wishes to potentially add supplemental applications and enter into multiple contracts for these services. Please note that contractors may be accepted for multiple contract areas if they can demonstrate the ability handle the workload.

The work includes mowing of the established grass areas in a neat and workmanlike manner. All trash and debris in the required mowing areas will be picked-up prior to mowing. All vegetation is to be cut to a uniform height of 3 inches (poor quality cuts will not be paid). Vegetation around structures, curbing, walks, flowerbeds, trees, parking lots, and other similar items shall be mowed and/or trimmed with a weed eater. This program does not include any shrubbery, plant trimming or pruning, tree trimming or pruning or watering. This program could include removal of broken limbs, trees, etc., at an additional agreed upon price between the Contractor and the Building Department Administrator. The Contractors will not be responsible for any edging, blowing, mulching, or grass clean up from shrubbery, plants, natural areas, or any other item, except for grass clean-up from City streets or sidewalks caused by the mowing of the lot.

It is the Contractor's responsibility to properly dispose of the trash and debris removed from the project site. If asked, Contractor must present proof of disposal as verification of meeting this requirement in the contracting package.

Contractor must coordinate with the Building Department Administrator prior to the start of work. Work shall be performed Monday through Saturday during normal business hours. Additionally, the performance of such work shall be completed in one day unless specifically approved by the Building Department Administrator. Work must commence within 72 hours from notification of award of contract. Completion is defined as all requested work approved by the Building Department Administrator.

The City shall utilize Contractors for mowing requirements on an equal rotating and non-preferential basis with all other Contractors which qualify under the criteria established in these specifications and as may be set forth by the Director of Public Safety.

All items on the property of a temporary nature that can be easily moved shall be moved in order to complete the mowing. Such items shall then be returned to the manner in which they were found. The City of Canton will not be responsible for damage done to these items.

All items of a more permanent nature, for example swing sets, shall be left in place and mowed around. If a question arises as to whether or not an item should be moved, contractors shall immediately contact the Building Department for direction.



If a property, or any portion of a property, is not accessible due to fencing, locks, etc., the contractor shall immediately contact the Building Department to advise them of such. Under no circumstances should the contractor remove the fence or lock in order to access the area.

The contractor is permitted to use a mower, brush hog, or similar piece of equipment to achieve the desired cut height.

All work shall be conducted during the hours of 8:00 AM and 8:00 PM.

Other Contractor Requirements:

Successful applicants will be required to provide all labor, tools, equipment, materials, incidentals, and appurtenances necessary to complete the work to the City's specifications and satisfaction. This includes owning and maintaining all equipment necessary to mow high grass and weeds on rough terrain.

All mowing equipment shall display proper safety markings and lighting and shall have in place all safety guards, shields, and protective covers.

The successful applicant(s) shall require its employees to wear at all times: reflective safety vests, headgear, ear/eye protection, and all appropriate safety belts and/or harnesses.

All contractors must assume full responsibility for their work and take all precautions for preventing injuries to persons and damage to all properties on or adjacent to the work sites. The City shall be held harmless for personal injuries to the contractor's employees, the public at large, and any and all property damage including but not limited to damage to property on the work site and/or the contractor's vehicles, equipment, and incidentals regardless of whether or not this damage is a result of any litter, trash, debris, terrain, weather, or any other condition at the work sites.

The contractor will be notified regarding completed sites not meeting these specifications. In such event, the contractor(s) will be expected to correct the issue(s) at no cost to the City. The City reserves the right to withhold payment when such incidents occur until the issue is remedied. It will be the responsibility of the contractor(s) to notify the City when any such issue has been corrected. Furthermore, this corrective action must be taken within 48 hour notice of said issue. If this does not occur, the City may withhold payment for the impacted site.

Falsification or misrepresentation of a site as "mowed" or "cut" when the work has not been completed will be dealt with in a legally provided manner.

Should a contractor be requested by a property owner, or person(s) claiming to be the property owner of any work site, to cease mowing, the contractor shall do so immediately and vacate the work site. Under no circumstances should a contractor continue working



or remain on a property if such issues arise. The Building Code Department must then be notified for further instructions.

Applicants are asked to provide a copy of their equipment list. This information may be considered when determining the lowest and best applicant.

The City of Canton reserves the right to inspect contractors' equipment and operation prior to, or after, the award of all contracts entered into as a result of this application.

Applicants are requested to provide a list of five (5) references for companies/agencies for whom they have completed similar work with their application. If possible, this should include other municipalities for which similar work has been completed. These references must include the company/agency name, company/agency address, name of contact, and phone number and/or email address for said contact person.

PLEASE BE ADVISED THAT THE CONTRACTOR CALLED IS THE ONLY COMPANY PERMITTED TO PERFORM THE WORK AND RECEIVE PAYMENT FOR SAME.

The Contractor shall expeditiously respond with adequate equipment to any call for mowing services received from the Building Department.

The Director of Public Safety shall establish a Schedule of Rates which shall serve as the maximum rates allowed to be charged by the Contractor for mowing services covered by these specifications. This Schedule of Rates shall be subject to periodic review and revision by the Director of Public Safety.

The City of Canton shall pay the Contractors on a monthly basis, upon the receipt of valid invoices.

The Contractor shall meet and maintain the following conditions and requirements:

- A. The Contractor shall be available during normal business hours, 8:00 am-5:00 pm.
- B. The Contractor and its employees shall conduct business in an ethical, orderly and professional manner.
- C. The Contractor shall maintain a place of business within Stark County.
- D. The Contractor's crews are to have an acceptable form of communications to maintain contact with the main office or manager and the City.

The Contractor shall maintain appropriate equipment and responsible personnel to fulfill the requirements of the contract as the City may request for adequate mowing services. All Contractors have equipment of sufficient capacity to safely handle any mowing task. The manufacturer's guidelines for the equipment shall not be exceeded.



In addition to rated capacity, Contractors applying must have sufficient equipment to complete mowing assignments in a timely manner. E.g.:

- One commercial grade walk behind 36" or greater
- One commercial grade riding mower 60" or greater
- One commercial grade hand mower 21" or greater
- One Brush hog type unit (optional)
- Hand held string trimmer units.

Appearance: paint shall be in good condition and body free of extensive damage. All equipment shall be kept in a clean and orderly condition. The City reserves the right to visually inspect the equipment annually and may identify units that are unsuitable for use on this agreement.

- 1.2 Classification: Successful Applicants will be expected to mow various lots for the Building Department during the duration of this contract (March 31, 2019 through March 30, 2020) with the option of four (4) one-year extensions at the sole discretion of the City of Canton.

The City reserves the right to solicit bids for jobs that have special equipment requirements or specific job requirements.

- Costs of any nature outside these guidelines must be agreed upon by the Building Department Administrator before work begins.

NO PAYMENT WILL BE MADE FOR ANY COSTS NOT APPROVED BEFORE WORK COMMENCES!

- All work and invoices must be approved by the City's Building Department Administrator before payment will be made. The Building Department Administrator upon receiving approval from the Building Department Enforcement Designee will then forward the invoice to the City Auditor's Office for processing and payment of the same. Payment will be made upon the normal payment procedures of the City of Canton.

Cancellations: Requested work not completed within the time prescribed, without prior approval of the Building Department Administrator will automatically cancel the award, and the next rotation mower will be awarded the job. Any Contractor who fails to respond and/or complete three (3) awards within a calendar year will void their award of rotation, and be automatically dropped from the call list without any notice from the City.

- 1.3 Protection and Restoration of Property: The Contractor shall be responsible for the protection from his activities of all public and private property on and adjacent to the work area and shall use suitable precautions to prevent damage to fences, pipes, conduits, and other underground structures, and to poles, wires, cables and overhead structures.



It shall be the responsibility of the Contractor to promptly restore, replace or make good any damage or injury to all public and private property. If the Contractor fails to do so, the Building Department Administrator may, at the Contractors expense, repair, rebuild, or otherwise restore such property.

- 1.4 Operation of Equipment: The Contractor shall operate the equipment in a safe manner and at such times so as not to create a hazard to the public. Mowers are to be equipped with shields to prevent foreign objects from being thrown out from the cutting unit enclosures.
- 1.5 Qualifications: The Contractor must be qualified to perform the work duty requested. The Contractor shall have a person or persons available during normal daylight working hours to address any problems or complaints.
- 1.6 Insurance: The Contractor shall provide the City of Canton Certificates of Insurance and endorsements with the following minimum levels of insurance coverage.

The Certificate of Insurance shall include:

- Comprehensive Automobile Liability, \$500,000.00 Single Limit
- Comprehensive General Liability, \$500,000.00 Single Limit
- Workmen's Compensation Insurance
- The City of Canton shall be named as an Additional Insured on the General Liability and Automobile Liability policies.

All applicants awarded contracts will be considered independent contractors and will be required to sign an indemnification clause as a requirement of contracting with the City.

All applicants awarded contracts will be required to provide the insurance information outlined herein.

All contractors are required to follow all applicable OSHA regulations for general industry (29CFR1910) and construction (29CFR1926).

The contractor and all subcontractors for this project must be enrolled in the Ohio Bureau of Workers' Compensation Drug-Free Workplace Program or in a similar program approved by the Bureau of Workers' Compensation and in good standing with the Bureau of Workers' Compensation. Contractors that are not previously enrolled in a drug free workplace program must do so before the contract is finalized. The requirements stated hereby shall be included in all project subcontractors. Proof that this requirement has been met must be provided by all successful applicants. Basic level is recommended.

- 1.7 Rights: The City of Canton Director of Public Safety reserves the right to waive any informalities and accept or reject any or all applications.
- 1.8 Non-discrimination: The City of Canton is an Equal Opportunity Employer and Service



Provider and encourages participation by small, minority, and female-owned firms. Contractors must make positive efforts to use Small or Minority Business enterprises. All qualified Small and Minority businesses are welcome to submit an application.

- 1.9 Termination Clause: Upon the issuance of a contract, if the Contractor fails to commence work, the contract will be considered terminated for lack of performance on the Contractor's part. The City reserves the right to remove any contractor from the rotation list for any reason deemed appropriate by the City and contractors do not have a property right or interest in continued inclusion on the rotation list.
- 1.10 Contractor and Employees: The Contractor shall use only qualified personnel on the job and shall be responsible for ensuring that employees abide by all rules and regulations.
- 1.11 Responsibility of Damage Claims: The Contractor shall indemnify and save harmless the City of Canton and its officers, agents and employees from all suits, actions or claims of any character brought for any injury or damages received or sustained by any person, persons, or property by reason of any act of the contractor/Applicant, its agents or employees, in the performance of the contract.
- 1.12 Representation: The Building Department Administrator or his/her designee will be the City's representative for Contractor award, compliance, contract price, monitoring, inspections of completed work, and approval of invoices for payment.

Invoices for payment must be received within seventy-two (72) hours of the completed work. Invoices should be submitted to the City of Canton Building Department. Payment will be processed in accordance with established City processing procedures.

All invoices shall show the parcel number(s) cut, the item number, the quantity, a brief description of the item, the unit price and the total amount due.

- 1.13 Appeals: The Building Department Administrator is the Mowing Contractor coordinator for the City of Canton. The below appeal process is available to any awarded Contractor to appeal any decision made by the Code Enforcement Officer. The appeal process, in order is;
 - 1- Building Department Administrator
 - 2- Director of Public Safety

The Director of Public Safety will have the final decision on any appeal. This provision in no way affects the Contractors right to receive additional competitive compensation for unforeseen conditions by both the Contractor and/or Building Department Administrator.

- 1.14 Participation: Only one (1) Company or Corporation, with the same ownership or same family ownership, will be allowed to participate in this contract. Companies operating under different names, or Corporations but the same common ownership, will not be allowed.



- 1.15 Subcontracting: This contract award cannot be subcontracted to any other Contractor or individual without the approval in writing by the City of Canton. Contractors subcontracting work without the written approval of the City of Canton will forfeit their rotation contract award.
- 1.16 Changes: Any changes to this agreement will be by written addendum. Any verbal statement made by any individual shall have no effect unless incorporated into this agreement by written addendum.
- 1.17 Acknowledgment: By this submittal, I understand that my company is an Independent Contractor for the City. My company and myself are personally responsible for all labor cost, materials, equipment, insurance, workers compensation, liability insurance, and any other costs incurred by my company in fulfilling the needs of this agreement. My company and my employees understand fully that we are not employees of the City of Canton.
- 1.18 Exhibit A – Schedule of Prices Paid for Services: The attached prices for mowing and clean up were developed after analysis for similar types of services. The final award price will be awarded based on site conditions at award date, as agreed upon by the Building Department Administrator and the awarded Contractor based on the listed unit prices. If the two parties fail to agree on a price, the City reserves the right to cancel the award.
- 1.19 Authority: The City’s current ordinance (ORD. 551.01) requires that grass or weeds over 8” high must be mowed.

2.0 APPLICABLE PUBLICATIONS & STANDARDS

2.1 N/A

3.0 REQUIREMENTS

3.1 General Requirements and Overview

- 3.1.1 The City is seeking applications from interested contractors for the mowing of various neighborhood improvement, vacant and deserted lots throughout the City. The lots will be various sizes, and some will be privately owned with structures present. That said, some lots may be vacant and/or City owned.
- 3.1.2 The City anticipates that there will be approximately 2,019 lots that will need to be mowed during the term of this contract. The City has been separated into two distinct “contract areas.”



The two award areas will be broken down as follows:

Contract Area 1: Northeast City Quadrant (east of Market Ave. N to City limits, north of Tuscarawas St. E to City limits).

Contract Area 2: Northwest, Southeast and Southwest City Quadrants (west of Market Ave. N to City limits, south of Tuscarawas St. E and Tuscarawas St. West to the City limits).

The intent of this request is to have multiple contractors for each of these contract areas. Please note that contractors may apply for multiple contract areas if it can be shown that they are able to handle the volume.

Lists of the lots to be mowed during this agreement are included at the end of these specifications as Appendices A and B (Please note that these are for estimation and informational purposes only and may not represent the actual lots to be mowed during the 2019 mowing season).

A City ward map is provided as Appendix A, and a more detailed version can also be downloaded from the City's website at (<http://cantonohio.gov/council/pdf/wardmap.pdf>).

- 3.1.3 Please note that the City makes no guaranty that any particular number of lots will need mowed throughout the mowing season. All lots to be mowed in accordance to contracts awarded pursuant to this application process will be on an as needed basis.
- 3.1.4 Prices to be paid by the City per mowing for various lot sizes are set by the City and are shown within Exhibit A.
 - 3.1.4.1 When the City requests that a lot greater than one (1) acre in size be mowed, it will pay the contractor as if two (2) lots were mowed as long as the size of the area actually mowed is greater than one (1) acre in size. For example, a two (2) acre lot that is 75% covered by woods will be charged the standard per lot price for one (1) lot since only half an acre of mowing would be needed.
- 3.1.5 All work must meet the minimum specifications listed herein.
- 3.1.6 Contract Term
 - 3.1.6.1 Awarded contracts shall be in effect from as soon as possible 2021 to March 30, 2022.
 - 3.1.6.2 If pricing is bid for the potential extensions, the City of Canton has the option at its sole discretion to exercise said extensions with the Applicants awarded contracts.
 - 3.1.6.3 All extensions will be for the initial contract area awarded.



- 3.1.6.4 The City of Canton reserves the right to exercise an extension with one or multiple contractors and to seek additional applications if it feels that it is in the best interest of the City.
- 3.1.7 Non-Exclusivity: The City of Canton reserves the right to contract for the same or similar items covered in this application process from additional applicant/contractors not awarded contracts resulting from this process if found to be in the best interest of the City.
- 3.1.8 All City departments shall be permitted to utilize this contract per the specifications provided herein and the pricing accepted and awarded.
- 3.2 Mowing Procedures – Neighborhood Improvement Program (NIP) Lots, Non-NIP Lots and Emergency/New Non-NIP Lots
- 3.2.1 Neighborhood Improvement Program (NIP) Lots
NIP lots are currently mowed once per month. Appendix A is the City Ward map.
- 3.2.1.1 Non-NIP Lots
Non-NIP Lots are lots that are not part of the NIP program but are in need of mowing as per City Code. These lots will be assigned in groups (packets) by area on a rotational basis. Typically these lots are mowed two times per mowing season. However, the City reserves the right to request greater or fewer mows.
- 3.2.1.2 Emergency/New Non-NIP Lots
NIP Lots transition after three years and will be added to the mowing rotation. In addition, various lots within the City may need mowed on an Emergency basis if the condition of the property is in violation of the City Code. These lots will be added as the need arises. An emergency mow must be completed within forty-eight (48) hours of the request.
- 3.2.1.3 All contractors will be required to have at least two (2) mowing crews designated for each awarded contract area working at least five (5) days per week until all mows in the contract area packet are complete. Each mowing crew must consist of at least two (2) workers. The City prefers that each crew consists of three (3) workers.
- 3.2.2 If there are any questions in regards to the location and/or dimensions of a lot requested to be mowed, the contractor should contact the Building Department for clarification before mowing.
- 3.2.3 If a contractor arrives at a lot and it has been mowed, the Building Department must be immediately contacted for further instructions. If it is determined that a lot should not be mowed, the contractor will still be paid for going to the lot as if it had been mowed. Lots that are being cared for will be removed from the



mowing list at the discretion of the Building Code Department.

3.3.1 GIS Mapping

3.3.1.1 The City of Canton is attempting to Geocode all the properties within the City that meet the definition of the mowing program. This is being done by using the following programs: ArcGIS Platform, ArcGIS for Desktop, ArcGIS for Server, Collector for ArcGIS and ArcGIS Online. This will help streamline the process by mapping each lot that has been mowed by GPS points. These points will keep a history of the mowing application by verifying the correct parcel, by documenting when it was cut, and photographing the lot.

3.3.1.2 To achieve this goal we are asking the contractor to use a mobile application that works with either Android, iOS and Windows devices. The contractor will take and submit a photo to show proof of mowing/maintenance with said application. The photos and related information will be stored in a spatial database that will have the ability to feed data into mailers and invoices.

4.0 NOTES

4.1 Prospective applicants will take notice that the City of Canton, in determining the lowest and best in the award of this contract, may award a local Applicant preference to any qualified Applicant pursuant to Section 105.12 of the Codified Ordinances of the City of Canton. The determination of whether an Applicant qualifies for the local preference shall be made by the Board of Control. The Board's decision shall be final.

4.2 Award Process

4.2.1 Contracts will be awarded in accordance with Section 105.09 of the City of Canton Codified Ordinances using the standard of lowest and best.

4.2.2 The Board of Control reserves the right to reject any or all applications and to accept the applications deemed most beneficial to the City of Canton.

4.3 Questions and Addenda

4.3.1 All questions should be submitted in writing at least five (5) business days prior to the Closing date/ opening of Applications. Answers to questions will be issued in writing as official addenda no later than seventy two (72) business hours prior to the time of the opening. Said addenda will become a component of this invitation to apply and should be acknowledged as received on the application page. Failure to acknowledge all official addenda in this manner may result in your application being disqualified.

4.3.2 All questions should be directed to:
Andy Roth
City of Canton Purchasing Department



Email: andrew.roth@cantonohio.gov

- 4.3.3 Applicants are expected to and are responsible for monitoring the City's website for all official addenda.
- 4.3.4 Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal or binding.
- 4.4 Please be advised that when you submit an application to the City of Canton, the City will assume that an authorized representative of your company reviewed said application to assure that the application is correct and/or accurate.
- 4.5 Any applicant may withdraw an application, by written request, at any time prior to the time set for the opening. This request must be made to Andy Roth, Director of Purchasing at Andrew.roth@cantonohio.gov if there is no withdrawal of the application, in accordance to this procedure, the City reserves the right to enforce said program prices(s) and/or contract(s).
- 4.6 If an applicant attempts to alter any of the terms and/or conditions of these program specifications the City of Canton may reject said application.



Section IV: Application Signature Page

Application Signature Page
Mowing of Vacant and Deserted Lots

We (I), the below signed hereby propose to furnish the following article(s) and/or service(s) at the price(s) and terms stated subject to all instructions, conditions, specifications, and all attachments hereto. We (I) have read all attachments including the specifications and fully understand what is required.

The City will pay to the accepted contractors the Exhibit A Schedule per lot price for the mowing of all lots up to one (1) acre in size regardless of the lot size and conditions.

Lots over 1 acre shall be paid at a rate of 2x.51-1.0 Acre rate or as agreed upon in writing with Building Code Administrator. These lots will include a picture of property at time of mowing/service and the rate must be agreed upon prior to service.

We (I) are applying to do work within (check all that apply):

_____ Contract Area 1: Northeast City Quadrant (east of Market Ave. N to City limits, north of Tuscarawas St. E to City limits).

_____ Contract Area 2: Northwest, Southeast and Southwest City Quadrants (west of Market Ave. N to City limits, south of Tuscarawas St. E and Tuscarawas St. West to the City limits).

We (I) are applying to do work for the following types of lots as described in Exhibit A within the Contract Areas as described above (check all that apply):

_____ NIP

_____ NON-NIP

_____ Emergency /New NON-NIP

The Applicant acknowledgement receipt of Addenda Numbers: _____

Name of Applicant/Contractor: _____

Authorized Signature: _____