

# Invitation to Bid

**City of Canton, Ohio**  
Purchasing Department  
218 Cleveland Ave. SW, 4<sup>th</sup> floor  
Canton, Ohio 44702

Mowing of Vacant and Deserted Lots

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**Item/Project**

Street Department

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**Responsible Department**

Tuesday, March 6, 2018 on or before 2:00 PM local time

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**Bids Due**

## Bid Proposal Submitted By:

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**Company Name**

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**Street Address**

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**City**

**State**

**Zip**

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**Contact Person**

**Phone No.**

**Email Address**

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**LEGAL NOTICE**

**Ordinance 2/2018**

The Director of Public Service of the City of Canton, Ohio will accept sealed bids on or before **2:00 PM local time Tuesday, March 6, 2018**, for the purpose of entering into contract for the purchase of:

**Mowing of Vacant and Deserted Lots**

The City will disqualify any bid not received on or before 2:00 PM local time on Tuesday, March 6, 2018. Shortly after the deadline for the submission of bids, bids received on time will be publicly opened and read aloud. The Sixth Floor Conference Room of Canton City Hall is the location for the bid opening.

Submit all bids 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 Bid posted on the City of Canton Purchasing Department website at <https://cantonohio.gov/purchasing>.

A certified check, cashier's check or surety bond made payable to the City of Canton must accompany the bid. Draw this check or bond from a solvent bank or bonding company satisfactory to the Director of Public Service as a guaranty the contract and its performance are properly secured if the bid is accepted. The Bidder shall verify the certified check, cashier's check or bid bond for five hundred dollars (\$500.00). The City of Canton will only accept original checks and bid bonds. Therefore, if any company and/or bidder submits a copy (including faxed copies) of his \$500.00 security, the City will disqualify the bid. The Director of Public Service reserves the right to waive any technical defects in any bid bond submitted so long as the bond is in substantial compliance with State law. Should any bid not be awarded or be rejected, such check or bond will be returned to the bidder or bidders after the execution of the contract.

Any bidder may withdraw his bid, by written request, at any time prior to the deadline set for the bid opening. Please be advised, the City of Canton may impose a \$500.00 penalty to any bidder that withdraws his bid after the bid opening and prior to a contract award(s).

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

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

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

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

It is requested that the bidder print the entire Invitation to Bid and submit it in its entirety. The City also requests that the bidder submits an original completed bid packet and two (2) copies of that completed packet for a total of three (3) bid packet copies.

Please contact Assistant Director of Purchasing Katie Wise at [kathryn.wise@cantonohio.gov](mailto:kathryn.wise@cantonohio.gov) if you have any questions regarding this bid.

**By order of the Director of Public Service:** John M. Highman, Jr.

**Published in the Canton Repository:** February 12, 2018 and February 19, 2018

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**Section I: Table of Contents and Bidder's Checklist**

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

Complete this checklist to confirm the items required in your bid. 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 bid. This checklist should be returned with your bid.

- \_\_\_\_\_ Cover sheet (Page 1)
- \_\_\_\_\_ Legal Notice (Page 2)
- \_\_\_\_\_ Section I: Table of Contents and Bidder's Checklist (Page 3)
- \_\_\_\_\_ Section II: Bid Forms and Instructions (Pages 4-22)
  - \_\_\_\_\_ Bid Form Instructions
  - \_\_\_\_\_ Bid Form 1: Bidder and Contractor Employment Practices Report
  - \_\_\_\_\_ Bid Form 2: Authority of Signatory
  - \_\_\_\_\_ Bid Form 3: Bid Guaranty
  - \_\_\_\_\_ Bid Form 4: Bidder Information
  - \_\_\_\_\_ Bid Form 5: Non-Collusion Affidavit
  - \_\_\_\_\_ Bid Form 6: Insurance and Workplace Requirements
    - \_\_\_\_\_ 1. Liability Insurance
    - \_\_\_\_\_ 2. Worker's Compensation Certificate
    - \_\_\_\_\_ 3. OSHA Requirements
    - \_\_\_\_\_ 4. Drug Free Workplace
  - \_\_\_\_\_ Bid Form 7: Affidavit for Foreign Corporations
  - \_\_\_\_\_ Bid Form 8: Personal Property Tax Certification (ORC 5719.042)
  - \_\_\_\_\_ Bid Form 9: Certification – Auditor of the State Of Ohio
  - \_\_\_\_\_ Bid Form 10: Articles of Incorporation
  - \_\_\_\_\_ Bid Form 11: W9 Tax Form
- \_\_\_\_\_ Section III: City of Canton Income Tax Information (Page 24-25)
- \_\_\_\_\_ Section IV: Canton Codified Ordinances (Pages 26-29)
- \_\_\_\_\_ Section V: Bid Specifications (Pages 30-39)
- \_\_\_\_\_ Section VI: Proposal and Signature Pages (Pages 40-42)
- \_\_\_\_\_ Appendix A: 2017 Contract Area 1 Lot List
- \_\_\_\_\_ Appendix B: 2017 Contract Area 2 Lot List
- \_\_\_\_\_ Appendix C: City Ward Map

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\_\_\_\_\_ References (to be submitted with bid)

\_\_\_\_\_ Equipment List (to be submitted with bid)

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**Section II: Bid Forms and Instructions**

**Bid Form Instructions**

Failure to submit bid forms 1 through 6 with the bid may cause the bid to be deemed non-responsive, and therefore it may not be considered.

Bid forms 7 through 10 will be required of the successful bidder but may be submitted after the awarding of the contract.

**\*\*\*The City of Canton does encourage bidders to submit all bid forms with their bids\*\*\***

*Bid Form 1: Bidder and Contractor Employment Practices Report*

This form is designed to provide an evaluation of a bidder'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 successful bidder will be required to complete and submit the Bidder and Contractor Employment Practices Report. Additionally, the successful bidder will be required to submit an "affirmative action plan" and/or "EEO policy." If the successful bidder does not have a formal EEO policy, it will be required to complete and submit the provided EEO policy statement.

*Bid Form 2: Authority of Signatory*

The authority of the bid signatory must be established. Bid Form 2 provides the means by which the bidder can identify the type of business organization it is (corporation, partnership, etc.) and instructions as to how signature authority is commonly established.

*Bid Form 3: Bid Guaranty*

**A certified check, cashier's check or surety bond** made payable to the City of Canton must accompany the bid. Draw this check or bond from a solvent bank or bonding company satisfactory to the Director of Public Service as a guaranty the contract and its performance are properly secured if the bid is accepted.

*Bid Form 4: Bidder Information*

The bidder shall submit the required information on the included form and shall supplement the information there given as may be required by the City after the receipt of bids. Low bidders may be interviewed by the City and shall furnish such information as the City may deem necessary to consider prior to making an award.

*Bid Form 5: Non-Collusion Affidavit*

Each bidder is required to submit with the bid an affidavit stating that neither he nor his agents, nor any other party for him, has paid or agreed to pay, directly or indirectly, any person, firm or corporation any money or valuable consideration for assistance in procuring or attempting to procure

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the contract herein referred to, and further agreeing that no such money or reward will be hereafter paid. This affidavit must be on the form provided.

*Bid Form 6: Insurance Requirements*

The successful bidder will be required to have the required insurance as outlined in Bid Form 6 and should be prepared to submit proof thereof.

All bidders would be well advised to consult their insurance agents as soon as possible so that all questions and concerns can be given due consideration.

*Bid Form 7: Affidavit for Foreign Corporations*

A successful bidder who is a foreign corporation, (**a corporation not chartered in the State of Ohio**), will be required to submit an affidavit duly executed by the authorized bid signatory stating in said affidavit that said foreign corporation has, in accordance with the provisions of the laws of the State of Ohio, obtained a certificate authorizing it to do business in the State of Ohio.

*Bid Form 8: Personal Property Tax Certification (ORC 5719.042)*

This form/certification must be retyped on the successful bidder's letterhead and notarized utilizing either paragraph (A) or (B) as it applies to the successful bidder's company.

*Bid Form 9: Certification – Auditor of the State Of Ohio*

This form is used to certify that the bidder does not have outstanding unresolved finding for recovery issued by the Auditor of the State of Ohio.

*Bid Form 10: Articles of Incorporation*

The successful bidder may be required to submit a copy of the company's articles of incorporation.

*Bid Form 11: W9 Tax Form*

Please provide an up to date copy of your Company's W9.

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**Bid Form 1: Bidder and Contractor Employment Practices Report**

**Bidder and Contractor Employment Practices Report  
City of Canton Office of Compliance**

**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 Bidder 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 vendor and its subcontractors rests with the vendor or subcontractor. Such demonstration is a prerequisite for continued eligibility for the award City contracts.

**II. VENDOR OR BIDDER INFORMATION**

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

Evaluation (Office Use Only)

- Compliant
- Non-Compliant
- Follow up needed \_\_\_\_\_

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**III. POLICIES AND PRACTICES**

The bidder and the Contractor will indicate his willingness or unwillingness to comply with the requirements of the Equal Employment Opportunity Program of the City of Canton by encircling 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** – Company is unwilling or is 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.  |                                |
| 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.  |                                |



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**IV. EMPLOYMENT DATA**

Please note that this data may be obtained by visual survey or post-employment records. Neither visual surveys nor post-employment records are prohibited by any Federal, State or local law. All specified data are required to be filled in by law. Please provide truthful and accurate information. If information provided is found to be false, bidder/contractor will be subject to the loss of all future awards.

**MALE:**

**FEMALE:**

| Categories                          | Overall Total | Total Male | Total Female | African American | Asian American | Native American | Hispanic | African American | Asian American | Native American | Hispanic |
|-------------------------------------|---------------|------------|--------------|------------------|----------------|-----------------|----------|------------------|----------------|-----------------|----------|
| Officials, Managers and Supervisors |               |            |              |                  |                |                 |          |                  |                |                 |          |
| Professionals                       |               |            |              |                  |                |                 |          |                  |                |                 |          |
| Technicians                         |               |            |              |                  |                |                 |          |                  |                |                 |          |
| Part-Time Seasonal                  |               |            |              |                  |                |                 |          |                  |                |                 |          |
| Office & Clerical                   |               |            |              |                  |                |                 |          |                  |                |                 |          |
| Craftsman (skilled)                 |               |            |              |                  |                |                 |          |                  |                |                 |          |
| Operatives (semi-skilled)           |               |            |              |                  |                |                 |          |                  |                |                 |          |
| Laborers (un-skilled)               |               |            |              |                  |                |                 |          |                  |                |                 |          |
| Service Workers                     |               |            |              |                  |                |                 |          |                  |                |                 |          |
| <b>Total:</b>                       |               |            |              |                  |                |                 |          |                  |                |                 |          |

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.

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**VI. POLICY STATEMENT**

The City of Canton, Ohio in conformance with local, state, and federal regulations requires each vendor, 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 vendor/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 bidder/contractor could be subject to loss of current and future awards.

**Firm or Corporation Name:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Date of Signing:**

\_\_\_\_\_

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**Bid Form 2: Authority of Bid Signatory**

The bidder shall indicate which of the following is the source of the bid signatory's authority to sign the bid on behalf of the bidder. The bidder shall follow the instructions noted.

\_\_\_\_\_ The party bidding is a sole partnership.

\_\_\_\_\_ The party bidding is a partnership and the party signing is one of the partners.

\_\_\_\_\_ The party is a corporation. The party signing is authorized to sign on behalf of the corporation. A copy of the resolution of the corporation's board of directors which delegates signatory authority to the individual signing is to be attached to this bid form. This resolution can be a general delegation of authority for signing bids or can be a specific authorization for this project. The secretary of the corporation shall authenticate the resolution as currently being in full force and effect.

\_\_\_\_\_ Signatory authority is evidenced by other means noted below:

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**Bid Form 3: Bid Guaranty**

A **certified check, cashier's check** or **surety bond** made payable to the City of Canton must accompany the bid. Draw this check or bond from a solvent bank or bonding company satisfactory to the Director of Public Service as a guaranty the contract and its performance are properly secured if the bid is accepted.

The Bidder shall verify the **certified check, cashier's check** or **bid bond** for **five hundred (\$500.00) dollars**. The City of Canton will **only accept original checks and bid bonds**. Therefore, if any company and/or bidder submits a copy (including faxed copies) of his/her \$500.00 security, the City will disqualify the bid.

The Director of Public Service reserves the right to waive any technical defects in any bid bond submitted so long as the bond is in substantial compliance with State Law.

Any bidder may withdraw his bid, by written request, at any time prior to the deadline set for the bid opening. Please be advised, the City of Canton may impose a \$500.00 penalty to any bidder that withdraws his bid after the bid opening and prior to a contract award(s).

Should any bid not be awarded or be rejected, such check or bond will be returned to the bidder or bidders after the execution of the contract.

**Please place your bid guaranty at the front of your submitted bid.**

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**Bid Form 4: Bidder Information, Page 1**

1. The Bidder shall provide the following information as part of its bid.

a. Name of Bidder \_\_\_\_\_

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 proposal  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

f. State(s) of incorporation (w/dates of incorporation)  
\_\_\_\_\_  
\_\_\_\_\_

g. Principal place of business  
\_\_\_\_\_

h. Federal I.D. Number # \_\_\_\_\_

i. Amount of Certified Check, Cashier's Check, Bid Bond \$ \_\_\_\_\_

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**Bid Form 4: Page 2**

2. Form of Business Organization.

\_\_\_\_ Corporation

\_\_\_\_ Partnership

\_\_\_\_ Other

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

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

All of the above, including the signatory to this bid, 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.

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

5. Local Bidder Preference Information: Does your company have a headquarters, division, sales office, sales outlet, manufacturing facility, or similar significant business-related location in Stark County, Ohio? If yes, please provide the name and address of the location below.

|       |
|-------|
| _____ |
| _____ |
| _____ |
| _____ |

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**Bid Form 5: Bidder's Affidavit: Non-Collusion Statement, Page 1**

This affidavit is to be filled out and executed by the bidder; if the bid is made by a corporation, then by its properly authorized agent.

STATE OF \_\_\_\_\_ )  
\_\_\_\_\_ ) SS: COUNTY OF \_\_\_\_\_ )

being first duly sworn, deposes and says that he is

\_\_\_\_\_ )  
(sole owner, a partner, president, secretary, etc.)

of \_\_\_\_\_ )

the party making the enclosed proposal or bid, and say further that

\_\_\_\_\_ )  
(Give names of all persons, firms or corporations interested in the bid)

\_\_\_\_\_ )

\_\_\_\_\_ )

\_\_\_\_\_ )

is/are the only party or parties interested with the party making this bid in the profits of any contract which may result from the herein contained proposal; that the said proposal is made without any connection or interest in the profits thereof with any other person making any other bid or proposal for said work; that no official or employee of the City of Canton, head of any department or bureau or employee therein or any official or officer of City of Canton, is directly or indirectly interested therein; that said proposal or bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to put in a sham bid, or that such person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City, or any person interested in the proposed contract; and that all

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**Bid Form 5: Page 2**

statements contained in said proposal or bid are true; that such bidder has not, directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto any association or to any member or agent thereof; and further says that all the statements made by him in said proposal or bid are true.

\_\_\_\_\_  
Affiant

Sworn to and subscribed before me this \_\_\_\_\_ day of

\_\_\_\_\_, 20 \_\_\_\_.

Notary Public in and for

\_\_\_\_\_ County,

My Commission Expires:

\_\_\_\_\_, 20 \_\_\_\_.



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**Bid Form 6: Insurance Requirements, Page 1**

**Instructions**

All successful bidders will be required to possess the following items per the requirements below and should be prepared to submit proof thereof:

1. Liability Insurance Certificate
2. Worker's Compensation Certificate

**Insurance Requirements**

The following standard indemnity agreement and minimum insurance requirements are incorporated in the specifications for all work performed by the Contractor for the Owner, its affiliated and associated organizations or subsidiaries, hereinafter referred to as Owner.

- I. The Contractor agrees to indemnify and save the Owner harmless from and against any and all costs, loss and expense, liability damages, or claims for damages, including cost for defending any action, on account of any injury to persons (including death) or damage to or destruction of property of the Owner, arising or resulting from the work provided for or performed, or from any act, omission, or negligence of the Contractor, Subcontractor and his or their agents or employees. The foregoing provisions shall in no way be deemed released, waived or modified in any respect by reason of any insurance or surety provided by the Contractor.
- II. The Contractor shall maintain liability insurance and furnish the Owner with Certificates of Insurance as evidence thereof in the prescribed form. If any work provided for or to be performed under any Specifications is sublet (as otherwise permitted by the terms of such Specifications), the Contractor shall require the sub-contractors to maintain and furnish him with satisfactory evidence of Worker's Compensation, Employer's Liability and such other forms and amounts of insurance which Contractor deems reasonably adequate.
- III. In accordance with Item II, the Contractor shall maintain the following insurance:
  1. Worker's Compensation and Employer's Liability Insurance affording,
    - a. Protection under the Worker's Compensation Law in the State of Ohio.
    - b. Employer's Liability protection subject to a minimum limit of \$100,000.00.
  2. General Liability Insurance in amounts not less than:

|  |                |
|--|----------------|
| a. General Aggregate Limit               | \$2,000,000.00 |
| b. Personal and Advertising Injury Limit | \$1,000,000.00 |
| c. Each Occurrence Limit                 | \$1,000,000.00 |
| d. Fire Damage                           | \$ 100,000.00  |
| e. Medical Expense Limit                 | \$ 5,000.00    |

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**Bid Form 6: Page 2**

3. Commercial Automobile Liability Insurance in the following minimum amounts:
  - a. Bodily Injury and Property Damage  
any one accident or loss: \$1,000,000.00

VI. This insurance shall:

1. include coverage for the liability assumed by Contractor under Item I (Indemnity);
2. be evidenced by Certificates of Insurance furnished by the Contractor that show by specific reference that each of the foregoing items have been provided for;
3. not be subject to any of the special property damage liability exclusions commonly referred to as the XCU exclusions pertaining to blasting or explosion, collapse or structural damage and underground property;
4. provide the City of Canton **“additional insured status”** and shall **contain an endorsement by the insurance carrier providing thirty (30) days’ notice to both the City and insured in the event of any change in coverage under the policy.** No less than thirty (30) days advance notice of cancellation of the insurance policy shall be given to the City by the insurer.

**OSHA Requirements**

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

**Drug Free Workplace Program**

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 bidders. Basic level is recommended.

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**Bid Form 7: Bidder's Affidavit: Foreign Corporation**

**\*Any corporation that is not incorporated in the State of Ohio is a foreign corporation.**

The undersigned certifies that \_\_\_\_\_ is a foreign corporation incorporated in the State of \_\_\_\_\_, whose principal place of business is \_\_\_\_\_ and is required to obtain authorization to transact business in the State of Ohio.

The undersigned bidder further certifies that said authorization has been obtained and is in effect and the bidder has a designated statutory agent upon whom process against bidder corporation may be served within the State of Ohio. The designated

statutory agent is \_\_\_\_\_  
(name and address)

\_\_\_\_\_.

Process served upon the designated statutory agent named above shall be effective service, unless the Owner has been informed, by certified mail or its equivalent (return receipt), of a change in the agent upon whom process can be served.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Title

**Note: This statement is to be reproduced on the bidder's letterhead, signed by the authorized bid signatory, notarized and submitted with the bid.**

**Mowing of Vacant and Deserted Lots  
Street Department**

**Bid Form 8: Personal Property Tax Certification (ORC 5719.042)**

**NOTE: The below form and/or certification must be retyped on the bidder'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., 2<sup>nd</sup> 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 bid 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 bid 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 bid 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)

**Mowing of Vacant and Deserted Lots  
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**Bid Form 9: Certification: Auditor of the State of Ohio**

I, \_\_\_\_\_  
(Name of person signing affidavit) (Title)

do hereby certify that \_\_\_\_\_ does not have an  
(Company or Individual Name)

outstanding unresolved finding for recovery issued by the Auditor of the State of Ohio as defined

by Ohio Revised Code (ORC) Section 9.24 as of \_\_\_\_\_.  
(Current date)

\_\_\_\_\_  
Signature of Officer or Agent

\_\_\_\_\_  
Name (Print)

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

\_\_\_\_\_  
(Notary Public)

**Mowing of Vacant and Deserted Lots  
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**Bid Form 10: Articles of Incorporation**

Please provide a copy of the company's articles of incorporation. The City of Canton may request this information if it is not provided.

**Mowing of Vacant and Deserted Lots  
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**Bid Form 11: W9 Tax Form**

Please provide an up to date copy of your Company's W9.

**Mowing of Vacant and Deserted Lots  
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**Section III: City of Canton Income Tax Information**

1. All successful bidders 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 vendor 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 vendor 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 vendor 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. Vendors will be registered with the City of Canton Income Tax Department to ensure that the above qualifications are met. Vendors are encouraged to contact the City of Canton Income Tax Department prior to bidding with any questions regarding these provisions and for registration. Please use the contact information on the following page.



**Mowing of Vacant and Deserted Lots  
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**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](mailto: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.)*

**Mowing of Vacant and Deserted Lots  
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**Section IV: City of Canton Codified Ordinances**

Bidders shall take notice that they are to comply with the Codified Ordinances of the City of Canton including but not limited to the following:

**1. Chapter 105.06 – Minority contract provision.**

a. All contracts with the City shall include the following clause:

The bidder agrees to expend at least \$ \_\_\_\_\_ of the Contract in the event the contract is awarded to such bidder for minority/women's business enterprises. For purposes of this pledge, the term "minority/women's business enterprise" means a bona fide business established as a sole proprietorship, partnership or corporation owned, operated and controlled by one or more minority persons or women who have at least fifty-one percent (51%) ownership. "Minority" includes African Americans, Asian/Pacific Islanders, Hispanic/Latino Americans and Native American Indians. The minority or woman must have operational and managerial control, interest in capital, and earnings commensurate with the percentage of ownership. Minority/women's business enterprises may be employed as construction contractors, subcontractors, vendors or suppliers.

*(Ord.185-2011. Passed 10-31-11.)*

**2. Chapter 105.12 – Local Bidder Preference.**

a. The Board of Control, in determining the lowest and best bidder in the award of contracts to which this section is applicable, is authorized to award contracts to local bidders as hereinafter defined, whose bid is not more than five percent (5%) higher, subject to a maximum amount of twenty thousand dollars (\$20,000.00), than the lowest dollar bid submitted by non-local bidders. The Board of Control's decision in making such an award shall be final.

b. For purposes of this section, "local bidder" means an individual or business entity which at the time of the award of the contract has a headquarters, division, sales office, sales outlet, manufacturing facility, or similar significant business-related location in Stark County, Ohio.

c. All contract specifications and/or bid documents that are distributed by Canton for the purpose of soliciting bids for goods and/or services shall contain the following notice:

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

d. This section shall be applicable to all contracts for equipment, goods, machinery, materials, supplies, vehicles and/or services, which are purchased, leased and/or

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constructed at a cost in excess of twenty thousand dollars (\$20,000.00) and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03. (Ord. 95-2014. Passed 5-5-14.)

**3. Chapter 105.15 – City Income Tax**

- 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 bidder 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. A contract awarded under Sections 105.09 or 105.10 for a public improvement project, services other than personal or professional services, and personal or professional services shall not be binding or valid unless such contract contains the following provisions:

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.  
(Ord. 238-2015. Passed 11-30-15.)

**4. Chapter 182.30 – Contract Provisions**

- a. No contract on behalf of the City under Sections 105.09 or 105.10 of the Codified Ordinances of Canton for a public improvement project, services other than personal or professional services, and personal or professional services shall be binding or valid unless such contract contains the following provisions:

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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.

- b. 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.)*

**5. Chapter 507.03 – Equal Employment Opportunity clause.**

- b. During the performance of this contract, the contractor agrees as follows:
  - 1. The contractor shall not discriminate against any employee or applicant for employment because of race, age, handicap, religion, color, sex, national origin, sexual orientation or gender identity. The contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to race, religion, color, sex, national origin, military status, sexual orientation or gender identity. As used herein, the word "treated" shall mean and include without limitation the following: recruited, whether by advertising or other means; compensation, whether in the form of rates or pay or other forms of compensation; selected for training, including apprenticeship; promoted; demoted; upgraded; downgraded; transferred; laid off; and terminated. The contractor agrees to and shall post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.
  - 2. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor; state that all qualified applicants will receive consideration for employment without regard to race, age, handicap, religion, color, sex, national origin, military status, sexual orientation or gender identity.

*(Ord. 153-2012. Passed 9-24-12.)*

- 3. The contractor shall send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the contractor's commitments under the equal opportunity clause of the City;

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and he shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor shall submit in writing to the City his affirmative action plan, and each subcontractor and supplier of equipment or supplies shall submit to the general contractor his affirmative action plan. The responsibility for securing these affirmative action plans falls upon the general contractor and shall be on file at the office of the general contractor. The contractor shall furnish all information and reports required by the City or its representative pursuant to this chapter, and shall permit access to his books, records, and accounts by the contracting agency and by the Executive Secretary for purposes of investigation to ascertain compliance with the program.
5. The contractor shall take such action with respect to any subcontractor as the City may direct as a means of enforcing the provisions of this equal opportunity clause, including penalties and sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation as the result of such direction by the City, the City will enter into such litigation as is necessary to protect the interests of the City and to effectuate the City's equal opportunity program and, in the case of contracts receiving Federal assistance, the contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.
6. The contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the City in the form and to the extent prescribed by the City or its representative. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the contractor and his subcontractors.
7. The contractor shall include the provisions of this equal employment opportunity clause in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor.
8. Refusal by the contractor or subcontractor to comply with any portion of this program as herein stated and described will subject the offending party to any or all of the following penalties:
  - A. Withholding of all future payments under the involved public contract to the contractor in violation, until it is determined that the contractor or subcontractor is in compliance with the provisions of this contract.
  - B. Refusal of all future bids for any public contract with the City or any of its departments or divisions, until such time as the contractor or subcontractor demonstrates that he has established and shall carry out the policies of the program as herein outlined.
  - C. Cancellation of the public contract and declaration of forfeiture of the performance bond.
  - D. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or as may be provided by contract, appropriate proceedings may be brought to enforce these provisions, including the enjoining within applicable laws of contractors, subcontractors or other organizations, individuals or groups who prevent, directly or indirectly, or seek to prevent, directly or indirectly, compliance with the policy as herein outlined.

*(Ord. 179-74. Passed 6-17-74.)*

**Mowing of Vacant and Deserted Lots  
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**Section V: Bid Specifications**

**1.0 SCOPE AND CLASSIFICATION**

- 1.1 **Scope:** The City of Canton Street Department is seeking bids for the mowing of approximately 830 vacant/deserted lots within the City. The City may award multiple contracts including potentially primary and secondary contracts. Please note that contractors may be awarded multiple contract areas if they can demonstrate the ability handle the workload.
- 1.2 **Classification:** Successful bidders will be expected to mow various lots for the Street Department during the duration of this contract (April 1, 2018 through March 31, 2019) with the option of two (2) one-year extensions at the sole discretion of the City of Canton.

**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 bids for contracts for the mowing of various vacant and deserted lots throughout the City. The lots will be various sizes, and most 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 830 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 bid is to award primary and secondary contractors for these contract areas. Please note that contractors may be awarded multiple contract areas if it can be shown that they are able to handle the volume.

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Lists of the lots mowed during the previous contract 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 2018 mowing season**).

A City ward map is provided as Appendix C, 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 bid will be on an as needed basis.**
- 3.1.4 Bidders are requested to bid fixed firm per lot mowing pricing in the spaces provided on the proposal page.
  - 3.1.4.1 The City will pay to the winning contractors the bid per lot price for the mowing of all lots up to one (1) acre in size regardless of the lot size and conditions.
  - 3.1.4.2 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.
  - 3.1.4.3 Bidders have the option to bid pricing for two (2) potential one-year contract extensions that may be exercised at the sole discretion of the City of Canton. This is not required, and the award will be based on the base bid for the initial term.
- 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 April 1, 2018 to March 31, 2019.
  - 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 bidders awarded contracts.
  - 3.1.6.3 All extensions will be for the initial contract area awarded.

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- 3.1.6.4           The City of Canton reserves the right to exercise an extension with one contractor and re-bid the remaining contract areas 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 bid from additional vendors not awarded contracts resulting from this bid 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
  - 3.2.1            Standard Mowing Packets
    - 3.2.1.1           Each primary contractor will receive a packet of lots to be mowed for each awarded contract area.
  
    - 3.2.1.2           The contractor will have thirty (30) calendar days to mow each lot in the contract area packet.
  
    - 3.2.1.3           It is the goal of the City to have each lot mowed two times during the mowing season, but it reserves the right to request greater or fewer mows. The primary contractors will get mowing packets for each “round” of mowing per specification 3.2.1.1 and will be required to complete all mows in accordance to specification 3.2.1.2.
  
    - 3.2.1.4           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            Emergency Mows
    - 3.2.2.1           There will be instances when the City needs lots mowed on an emergency basis.
  
    - 3.2.2.2           When requested, an emergency mow must be completed within forty-eight (48) hours of the request.
  
    - 3.2.2.3           Emergency mows may or may not include lots from the standard mowing packets.



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- 3.2.3 Beautify Our Neighborhood (BAN) Days
- 3.2.3.1 From time to time throughout the mowing season, the City, wards, neighborhood associations, etc. will hold BAN Days to clean and beautify an area within the City.
- 3.2.3.2 Contractors awarded primary contracts will be expected to have one (1) crew (as defined in specification 3.2.1.4) available for mowing on these days.
- 3.2.3.3 The City will provide a calendar of these days to primary contractors before the start of the mowing season.
- 3.2.3.4 The schedule for the 2018 BAN Cleanup days is as follows:  
-April 23, 2018  
-May 7, 2018  
-May 21, 2018  
-June 11, 2018  
-June 25, 2018  
-July 9, 2018  
-August 20, 2018  
-September 10, 2018  
-September 24, 2018
- 3.2.4 No contractor shall mow any lots without first being directed to do so by the Street Department. The City will not pay for unauthorized mows.
- 3.2.5 Secondary Contracts
- 3.2.5.1 It is fully expected that the primary contractors will be able to complete all mowing requests. If for some reason this is not possible, the contractor should alert the Street Department, and it will request mowing services from the secondary contract holders (if awarded) as needed. If a primary contractor is unable to complete a request as outlined above, an explanation must be given to the City.
- 3.2.5.2 Unless otherwise directed by the Street Department, mows given to a secondary contractor will be treated as emergency mows pursuant to section 3.2.2.
- 3.2.5.3 If a contract with a primary contract holder is cancelled pursuant to specification 3.7, the City of Canton may award primary contracts to the secondary contractors.

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- 3.2.6 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 Street Department for clarification before mowing.
- 3.2.7 Each contractor must submit to the Street Department on a weekly basis which lots have been mowed.
- 3.2.8 If a contractor arrives at a lot and it has been mowed, the Street 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 Street Department. If a contractor is sent to a mowed lot multiple times due to the contractor failing to notify the Street Department that the lot has been mowed, payment will not be made for these additional trips.
- 3.2.9 City employees will periodically visit the lots to be mowed to determine if requested mowing has been completed within the required time frame. If it has not, the City reserves the right to refuse payment until said mowing is completed, request mowing from a secondary contractor (if awarded), or complete said mowing itself.
- 3.3 Mowing Requirements
- 3.3.1 The required mowing will include varying degrees of high weeds, high grass, underbrush, and shrub growth on varying types of terrain.
- 3.3.2 Each contractor will be responsible for the cleanup of any litter or debris on a lot prior to mowing. Said litter or debris must be disposed of in a lawful manner. This includes the removal and disposal of tree limbs and/or branches.
- 3.3.2.1 If a contractor believes that there is excessive litter or debris on a lot that is beyond what they are able to remove, they shall immediately notify the Street Department and mow around the excessive debris to the best of their ability.
- 3.3.3 Each contractor will be required to remove all cuttings, grasses, etc. from adjacent hard paved surfaces (streets, driveways, sidewalks, etc.) or properties by broom, sweeping or blower when necessary. This includes the removal and disposal of tree limbs and/or branches.
- 3.3.4 A “mow” or “cut” shall be defined as the final result of reducing grass, weeds, and vegetation to a height of no greater than 2-1/2 inches regardless of the number of passes it takes to achieve the required height. A “mowing” or “cut” shall also include trimming around any structures, signs, trees, poles, guy wires, hydrants, posts, or any other items of a permanent nature that are located on the lot.

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Furthermore, a “mowing” or “cut” shall include the areas in the right of way or lawn strip areas.

- 3.3.4.1 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.
- 3.3.4.2 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 Street Department for direction.
- 3.3.4.3 If a property, or any portion of a property, is not accessible due to fencing, locks, etc., the contractor shall immediately contact the Street Department to advise them of such. Under no circumstances should the contractor remove the fence or lock in order to access the area.
- 3.3.4.4 The contractor is permitted to use a mower, brush hog, or similar piece of equipment to achieve the desired cut height.
- 3.3.5 All work shall be conducted during the hours of 8:00 AM and 8:00 PM.

**3.4 Other Contractor Requirements**

- 3.4.1 Successful bidders 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.
- 3.4.2 All mowing equipment shall display proper safety markings and lighting and shall have in place all safety guards, shields, and protective covers.
- 3.4.3 The successful bidder shall require its employees to wear at all times: reflective safety vests, headgear, ear/eye protection, and all appropriate safety belts and/or harnesses.
- 3.4.4 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.

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- 3.4.5 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 hours notice of said issue. If this does not occur, the City may withhold payment for the impacted site.
- 3.4.6 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.
- 3.4.7 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 Street Department must then be notified for further instructions.
- 3.4.8 Bidders are asked to provide a copy of their equipment list. This information may be considered when determining the lowest and best bid.
- 3.4.9 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 bid.
- 3.4.10 Bidders are requested to provide a list of five (5) references for companies/agencies for whom they have completed similar work with their bid. 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.
- 3.4.11 GIS Mapping
- 3.4.11.1 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.
- 3.4.11.2 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

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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.

3.5 Billing and Invoicing

- 3.5.1 The successful bidders are to invoice the City on a weekly basis allowing thirty (30) days for payment.
- 3.5.2 All invoices shall be submitted to the address on the Purchase Order.
- 3.5.3 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.
- 3.5.4 Each department utilizing this contract shall receive its own invoice.

3.6 Insurance and Workplace Policy Requirements

- 3.6.1 All bidders awarded contracts will be considered independent contractors and will be required to sign an indemnification clause as a requirement of contracting with the City.
- 3.6.2 All bidders awarded contracts will be required to provide the insurance information outlined herein.
- 3.6.3 All contractors are required to follow all applicable OSHA regulations for general industry (29CFR1910) and construction (29CFR1926).
- 3.6.4 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 sub-contractors. Proof that this requirement has been met must be provided by all successful bidders. Basic level is recommended.

3.7 Contract Non-Performance and Cancellation

- 3.7.1 If it is determined by the City of Canton that a contractor has failed to perform or otherwise breached their contract with the City, the City will give notice to the contractor of said non-performance or breach, and the contractor will have seven (7) days from the time of said notice to remedy the non-performance or breach to the complete satisfaction of the City of Canton.

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- 3.7.2 If a non-performance or breach is not remedied pursuant to specification 3.7.1, the City of Canton reserves the right to terminate the contract and re-award to a different contractor.

**4.0 SAMPLING, INSPECTION, AND TEST PROCEDURES**

- 4.1 See Specification 3.2.9.

**5.0 PREPARATION FOR DELIVERY**

NA

**6.0 NOTES**

- 6.1 There will be a pre-bid meeting for this project on Friday, February 23, 2018 at 10:00 AM located in the Engineering Department's Conference Room at the Canton Service Center. The address is below. Absence from the pre-bid meeting does not in any way relieve the Bidder from responsibility for knowing and understanding the requirements of this bid and/or resulting contracts.

City of Canton Service Center, Building A  
2436 30th St. NE  
Canton, OH 44705

- 6.2 Prospective bidders will take notice that the City of Canton, in determining the lowest and best bidder in the award of this contract, may award a local bidder preference to any qualified bidder pursuant to Section 105.12 of the Codified Ordinances of the City of Canton. The determination of whether a bidder qualifies for the local preference shall be made by the Board of Control. The Board's decision shall be final. A copy of City Code Section 105.12 is attached.

- 6.3 Award Process

- 6.3.1 Contracts will be awarded in accordance with Section 105.09 of the City of Canton Codified Ordinances using the standard of lowest and best bidder.
- 6.3.2 The Board of Control reserves the right to reject any or all bids and to accept the bid(s) deemed most beneficial to the City of Canton.

- 6.4 Questions and Addenda

- 6.4.1 All questions should be submitted in writing at least five (5) business days prior to the bid opening. 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 bid opening. Said addenda will become a component of the invitation to bid and

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should be acknowledged as received on the proposal page. Failure to acknowledge all official addenda in this manner may result in your bid being disqualified.

- 6.4.2 All questions should be directed to:  
Katie Wise  
City of Canton Purchasing Department  
Email: [kathryn.wise@cantonohio.gov](mailto:kathryn.wise@cantonohio.gov)
- 6.4.3 Bidders are expected to and responsible for monitoring the City's website for all official addenda.
- 6.4.4 Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal or binding.
- 6.5 Please be advised that when you submit a bid to the City of Canton, the City will assume that an authorized representative of your company reviewed said bid to assure that the bid is correct and/or accurate.
- 6.6 Any bidder may withdraw a bid, by written request, at any time prior to the time set for the bid opening. This request must be made to Katie Wise, Assistant Director of Purchasing at [kathryn.wise@cantonohio.gov](mailto:kathryn.wise@cantonohio.gov). If there is no withdrawal of the bid, in accordance to this procedure, the City reserves the right to enforce said bid prices(s) and/or contract(s).
- 6.7 If a bidder attempts to alter any of the terms and/or conditions of these bid specifications the City of Canton may reject said bid.

**Mowing of Vacant and Deserted Lots  
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**Section VI: Proposal and Signature Pages**

**Proposal 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 winning contractors the bid per lot price for the mowing of all lots up to one (1) acre in size regardless of the lot size and conditions.

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.

**Base Bid (Required)**

**Price if Awarded One (1) Contract Area or Secondary Contract**

| Price Per Lot Mowed (In Figures) | Price Per Lot Mowed (In Words) |
|----------------------------------|--------------------------------|
|                                  |                                |

**Price if Awarded Two (2) Contract Areas**

| Price Per Lot Mowed (In Figures) | Price Per Lot Mowed (In Words) |
|----------------------------------|--------------------------------|
|                                  |                                |

**Addenda Acknowledgement**

I hereby acknowledge the following official addenda (leave blank if no addenda were issued)

Addenda Number(s) \_\_\_\_\_

**\*\*\*Please attach your references and equipment list to your submitted bid\*\*\***



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**Year Two Pricing (*Optional*)**

**Price if Awarded One (1) Contract Area or Secondary Contract**

| <b>Price Per Lot Mowed (In Figures)</b> | <b>Price Per Lot Mowed (In Words)</b> |
|---|---------------------------------------|
|   |                                       |

**Price if Awarded Two (2) Contract Areas**

| <b>Price Per Lot Mowed (In Figures)</b> | <b>Price Per Lot Mowed (In Words)</b> |
|---|---------------------------------------|
|   |                                       |

**Year Three Pricing (*Optional*)**

**Price if Awarded One (1) Contract Area or Secondary Contract**

| <b>Price Per Lot Mowed (In Figures)</b> | <b>Price Per Lot Mowed (In Words)</b> |
|---|---------------------------------------|
|   |                                       |

**Price if Awarded Two (2) Contract Areas**

| <b>Price Per Lot Mowed (In Figures)</b> | <b>Price Per Lot Mowed (In Words)</b> |
|---|---------------------------------------|
|   |                                       |

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**Signature Page**

**Mowing of Vacant and Deserted Lots**

To the Director of Public Service of the City of Canton:

The undersigned, having carefully examined the complete invitation to bid, herewith proposes to furnish all of the goods and/or services contained within the bid for **Mowing of Vacant of Deserted Lots** in accordance with all specifications on file to the satisfaction of the Director of Public Service of said City.

The bidder hereby agrees that the Director of Public Service has the right to reject any and all bids and to accept the bid(s) deemed most beneficial to the City of Canton.

The bidder herewith encloses a \_\_\_\_\_ **(Bid Bond, Certified/Cashier's Check)** in the sum of \$ \_\_\_\_\_ dollars made payable to the CITY OF CANTON as a guaranty that if awarded the contract \_\_\_\_\_ will enter into contract therefore, within the prescribed time of ten (10) days from the date of service of notice of award, otherwise such bond or checks shall become the property of said City.

The bidder acknowledges receipt of Addenda Numbers: \_\_\_\_\_

SIGNATURE OF BIDDER: \_\_\_\_\_

**NOTE:** If bidder is a corporation, set forth the legal name of the corporation, together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation. If bidder is a partnership, set forth the name of the firm, together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership.

**Please have this page Notarized.**