

Invitation to Bid

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

Cornerstone Parking Deck Cleaning and Sealing

Item/Project

Building Maintenance

Responsible Department

November 28, 2023 on or before 2:00PM local time

Bids Due

Bid Proposal Submitted By:

Company Name

Street Address

City

State

Zip

Contact Person

Phone No.

Email Address

Cornerstone Parking Deck Cleaning and Sealing

LEGAL NOTICE

The Director of Public Service of the City of Canton, Ohio will accept sealed bids on or before **2:00 PM local time November 28, 2023**, for the purpose of purchasing:

Cornerstone Parking Deck Cleaning and Sealing Maintenance Services

The City will disqualify any bid not received on or before 2:00 PM local time on November 28, 2023. 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/448/Purchasing-Procurement>. Or submit your bid electronically via the City's sourcing tool, Vendor Registry. Vendor Registry is free for your use with City sourcing events. Go to <https://www.cantonohio.gov/448/Purchasing-Procurement>, then click on Open Solicitations and post your bid.

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 an original bid packet in its entirety.

Please contact Director of Purchasing Andy Roth at andrew.roth@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: November 13 and November 20, 2023

Cornerstone Parking Deck Cleaning and Sealing

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
- _____ Legal Notice
- _____ Section I: Table of Contents and Bidder's Checklist
- _____ Section II: Bid Forms and Instructions
 - _____ 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 Requirements
 - _____ 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: W-9 Tax Form
- _____ Section III: City of Canton Income Tax Information
- _____ Section IV: Canton Codified Ordinances
- _____ Section V: Bid Specifications
- _____ Section VI: Proposal and Signature Pages
- _____ Detailed Specifications Of Any Approved Alternate Product Offered (Attach to bid)
- _____ Warranty Information Of Any Approved Alternate Product Offered (Attach to bid)

A pre-bid meeting will be held at Cornerstone Parking Deck. Meet at the first floor Parking Office exit at 1:30 PM on 11/20/23.

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 11 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

Cornerstone Parking Deck Cleaning and Sealing

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 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.

Cornerstone Parking Deck Cleaning and Sealing

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 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

Cornerstone Parking Deck Cleaning and Sealing

- Follow up needed _____

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.	

Cornerstone Parking Deck Cleaning and Sealing

A	B	C	<p>9. The Company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity.</p>	
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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											
Total:											

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)

Cornerstone Parking Deck Cleaning and Sealing

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 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:

Cornerstone Parking Deck Cleaning and Sealing

Date of Signing:

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:

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.

Cornerstone Parking Deck Cleaning and Sealing

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 \$ _____

Cornerstone Parking Deck Cleaning and Sealing

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.

Cornerstone Parking Deck Cleaning and Sealing

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

Cornerstone Parking Deck Cleaning and Sealing

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 ____.

Cornerstone Parking Deck Cleaning and Sealing

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

Cornerstone Parking Deck Cleaning and Sealing

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.

Cornerstone Parking Deck Cleaning and Sealing

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.

Cornerstone Parking Deck Cleaning and Sealing

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., 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 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)

Cornerstone Parking Deck Cleaning and Sealing

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)

Cornerstone Parking Deck Cleaning and Sealing

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.

Cornerstone Parking Deck Cleaning and Sealing

Bid Form 11: W9 Tax Form

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

Cornerstone Parking Deck Cleaning and Sealing

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.

Cornerstone Parking Deck Cleaning and Sealing

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.)

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 constructed and which require bidding pursuant to Ohio R.C. 735.05 through 735.09 and Ohio R.C. 737.03. *(Ord. 137-2023. Passed 9-25-2023.)*

Cornerstone Parking Deck Cleaning and Sealing

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:

Cornerstone Parking Deck Cleaning and Sealing

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.)

Cornerstone Parking Deck Cleaning and Sealing

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; 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.

Cornerstone Parking Deck Cleaning and Sealing

- 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.)

A pre-bid meeting will be held at Cornerstone Parking Deck. Meet at the first floor Parking Office exit at 1:30 PM on 11/20/23.

Section V: Bid Specifications

SPECIFICATIONS

1.0 SCOPE AND CLASSIFICATION

- 1.1 **Scope:** The City of Canton is seeking to purchase the cleaning and sealing maintenance services for the Cornerstone Parking Deck.
- 1.2 **Purpose & Intent:** This price inquiry is for cleaning and sealing the Cornerstone Parking Deck but will include restriping and painting of directional signage. Some expansion joint repairs and spalling concrete repairs may be required as well but will be determined once on site.
- The City has not conducted this maintenance since the parking deck was originally opened
- The estimated budget for this project is \$200,000 but may be less if repairs are minor in nature.
- 1.3 **Price and Commitment:** The City does not guarantee to purchase any specific quantities, but the minimum is anticipated to be cleaning, painting and sealing.
- 1.4 **Price:** The pricing is to be firm pricing for the base bid and firm unit pricing for the alternates which may vary in total cost depending on need.
- 1.5 **Awards:** The City intends to make one award as determined to be in the best interest of the City.
- 1.6 **Acknowledgments:** Any paperwork after award will be sent to Building Maintenance, 218 Cleveland Ave SW.

All invoices and other documentation are to show:

1. City Purchase Order Number
2. The City of Canton, Building Maintenance, 218 Cleveland Ave SW, Canton, OH 44702
3. Special Instructions
4. Estimated Date of Work
5. Completion date

Cornerstone Parking Deck Cleaning and Sealing

2.0 SAMPLING, INSPECTION, AND TEST PROCEDURES

2.1 Upon completion of each level within the deck, Building Maintenance will conduct a thorough physical inspection. If the cleaning, painting, sealing or repair work is damaged, defective or substandard, it shall be repaired by the company and replaced at no cost to the City of Canton.

3.0 Job Description and Project Details

Clear loose materials with backpack blowers or by similar means, clean and scrub parking deck surface using an environmentally friendly products and high-pressure washers, scrubbers, etc. Facilitate water recovery and drying within 12 hours. Repaint space markers and directional markers. Review painting with Superintendent of Building Maintenance and obtain approval prior to start.

Alternate 1 – seal parking surfaces with specified concrete sealer or approved alternate

Alternate 2 – repair/replace Expansion Joint Seals, unit pricing per lineal foot

Alternate 3 – repair/replace EXPANSION JOINT SEALS-SILICONE FACED FOAM COMPRESSION SEAL, unit pricing per lineal foot

Alternate 4 – repair/replace spalling concrete, unit price per cubic foot

Concrete Sealer – Penetrating, non-membrane Waterproof/seal concrete supported slabs with commercial grade sealer: DURAL MMA HEALER/SEALE as manufactured by Euclid Chemical and distributed by The Chas. E. Phipps Company 2993 Perry Drive SW Canton, OH 44702 or approved alternate. The work shall consist of high pressure washing, shot blasting (if needed) and loose debris removal on the horizontal concrete surfaces (parking spaces, ramps, etc.) as required by the manufacturer of the sealant and approved by the City.

Any product substitution(s) must be approved in writing by the Superintendent of Building Maintenance.

All surface preparation, oil and stain removal shall be included. Examine existing surfaces and verify existing conditions. Determine acceptability of the concrete surfaces and in writing notify the Superintendent of Building Maintenance of acceptance. Determine all dimensions. Cleaning and preparation of existing surfaces to receive materials shall be the Company's responsibility. Prepare surfaces as specified hereinafter and as recommended by manufacturer of the sealing material selected. Provide and maintain barricades and traffic (vehicular and pedestrian) control during all phases of this project.

The Company selected must be authorized, approved and qualified by the manufacturer of the materials used (if necessary); have necessary equipment and facilities to fulfill the requirements of the product manufacturer.

The awarded Company may be required to submit evidence of the manufacturer's authorization, approval and qualification, including three (3) or more maintenance projects of similar nature

Cornerstone Parking Deck Cleaning and Sealing

and a minimum of five (5) years of experience where materials and methods similar those specified were used.

Company may be asked to submit testing and technical data to substantiate conformance to specifications concerning the products they intend to use if not what was specified. The burden of proof for conformance shall be the Company's responsibility and shall be submitted upon request by Superintendent of Building Maintenance.

Please submit the Manufacturer's Installation Instructions: Include special environmental conditions required to install the Product and potential incompatibilities with adjacent materials. Submit copy of the Warranty specified hereinafter to Superintendent of Building Maintenance prior to final payment.

Deliver materials to project site in sealed, original packages or containers bearing name and brand of manufacturer. Each container shall have manufacturer's printed label. Materials shall be stored in the area designated by the Superintendent of Building Maintenance. Store materials in single place designated by Superintendent of Building Maintenance. Keep storage place neat and clean. Cleaning rags and waste materials shall be deposited in metal containers having tight covers or removed from the garage each night. Every precaution shall be taken to avoid danger of fire. Provide dry chemical or CO₂ fire extinguishers in areas. Allow no smoking or open containers or solvents. Store solvents in safety cans. Restrict traffic from area where materials are being installed or are curing. Materials Manufacturer and Company shall be jointly responsible and shall submit an affidavit signed by both parties warranting the installed system for a period of two years from date of final completion.

Entire area shall be prepared according to the sealant manufacturer's requirements and cleaned to remove traffic lines, oil, grease, dirt, etc. Grind smooth any existing rough or jagged areas and if necessary, provide a smooth surface using patching materials to meet manufacturer's requirements. Submit materials and method to be used for cleaning for review prior to surface preparation.

The entire concrete surfaces to receive sealant shall be checked for hollow or loose concrete. The Company shall use an approved steel sounding device that will sound the hollow or loose concrete surfaces. A full and complete check of surfaces shall be done prior to any sealant application.

Any existing exposed reinforcing steel shall be cleaned and free of rust by sandblasting or power tool cleaning and coated with grout as soon as possible to eliminate further development of rust.

Application of the sealant shall be applied onto the clean, dry concrete surface as per manufacturer's requirements. Additional coats of the sealant shall be applied as per manufacturer's requirements. For bidding purposes, two coats will be required, an additional pricing line will be provided for each additional coat that may be required. The sealant coating shall be applied with a long-handled squeegee or by spraying. The sealant shall be allowed to cure adequately. Special treatment shall be provided at all construction joints and at all cracks over 1/16" in width. The sealant shall also be applied at base of columns, walls and curbs to produce a 6" high base.

Cornerstone Parking Deck Cleaning and Sealing

Ventilation: Supplementary ventilation is to be provided by the Company during installation of the sealant to safely remove all fumes from the garage and prevent infiltration of fumes into adjacent buildings.

After the sealant is applied, the Company will conduct a water test, in the presence of the Superintendent of Building Maintenance to verify water tightness. If leaks are observed, the areas shall be repaired by the Company to the satisfaction of the Superintendent of Building Maintenance and the area shall be retested until satisfactory performance is obtained.

EXPANSION JOINT SEALS

Furnish labor, materials, equipment and supervision to install watertight, traffic bearing expansion joint seals in accordance with these specifications.

The manufacturer and approved applicator shall provide a 2-year guarantee that the joint seal will not leak or fail from normal vehicular traffic. Any type of failure of the new joint seal, which occurs within the specified warranty period shall be repaired by the Company at no cost to the Owner. Consult with the Manufacturer's representative and establish the minimum provisions required to insure satisfactory work. A licensed applicator with a minimum of 5-year experience on similar joints shall install the specified joint seal.

Weather Conditions: Do not proceed with installation of expansion joints seals under adverse weather conditions, or when temperatures are below or above manufacturer's recommended limitations for installation. Proceed with the work only when forecast weather conditions are favorable for proper cure and strength development of the nosing material. The expansion joint seal system shall be a complete system of compatible materials designed and properly sized (Model #) for the project by the manufacturer to produce a waterproof, traffic-bearing expansion joint seal. The elastomeric seal element shall be a continuous, factory molded/extruded unit for the entire length of the joint. L, T and + shaped transitions shall be factory molded and welded to straight lengths in the field. The seal shall be turned up a minimum of 6 inches (vertically) unless otherwise shown on plans and be recessed into the walls, columns and/or curbs at each end of the joint. The seal element shall not be mitered/jointed unless approved by the Superintendent of Building Maintenance in writing and shall meet the following performance criteria.

Systems approved for use under this Section shall be as follows:

- WaboCrete Membrane System by BASF
- Iso-Flex Winged Expansion Joint – J Series by Lymtal International
- CR-Series by Erie Metal Specialties
- Thermaflex TCR System by EMSEAL
- or Approved Equal

Design Criteria:

- Minimum & Maximum Joint width to be determined in the field and sized in accordance and approval of the manufacturer and the Superintendent of Building Maintenance.

Cornerstone Parking Deck Cleaning and Sealing

Preparatory Work:

1. Any edge raveling at the joint opening or spalls shall be repaired with a suitable compound to provide a solid, square blockout.
2. The blockout substrate shall be sandblasted clean of all contaminants and impurities immediately prior to the system installation to assure proper adhesion.
3. The "L" and "T" shape joint seal configurations at the intersections of joints shall be factory molded. Heat weld splicing can occur at the field only on horizontal runs.
4. The membrane gland element shall be unpackaged and laid in a relaxed position to relieve any temporary set from shipment packaging prior to placement.
5. It is recommended that adjacent deck surfaces be taped off and protected to assure a clean, neat professional installation.

Installation:

The entire installation shall be made in strict accordance with the manufacturer's written instruction.

All new expansion joint seals shall be tested by applying water at a minimum of 30 psi pressure and by flooding for a minimum of 24 hours. Any leaking observed shall be rectified by the Company and the joint shall be retested until no leakage is observed.

EXPANSION JOINT SEALS

SILICONE FACED FOAM COMPRESSION SEAL

The work shall consist of furnishing and installing waterproof expansion joints in accordance with the details shown on the plans and the requirements of the specifications. Preformed sealant shall be silicone pre-coated, preformed, pre-compressed, self-expanding, sealant system.

Deliver products to site in Manufacturer's original, intact, labeled containers. Handle and protect as necessary to prevent damage or deterioration during shipment, handling and storage. Store in accordance with manufacturer's installation instructions.

All joints shall be designed to meet the specified performance criteria of the project as manufactured by: (USA & International) EMSEAL JOINT SYSTEMS, LTD 25 Bridle Lane, Westborough, MA 01581-2603, Toll Free: 800-526-8365. (Canada) EMSEAL, LLC 120 Carrier Drive, Toronto, Ontario, Canada M9W 5R1 Toll Free: 800-526-8365. www.emseal.com Alternate manufacturers must demonstrate that their products meet or exceed the design criteria and must submit certified performance test reports performed by nationally recognized independent laboratories.

Provide traffic durable, watertight, expansion joint by EMSEAL Joint Systems for expansion joints and isolation joints in decks. Typical locations include, but are not limited to the following: applications for joints over occupied space, below-grade, stair tower perimeters, elevator perimeters, parking deck joints, and structural expansion joints. The joints shall perform waterproofing, traffic bearing and movement-accommodation functions as the result of a single installation and without the addition of gutters, vapor barriers, bladders, or other devices suspended beneath or within the system in any way.

Cornerstone Parking Deck Cleaning and Sealing

Provide DSM as manufactured by EMSEAL JOINT SYSTEMS LTD and where indicated and approved by the Superintendent of Building Maintenance for horizontal-plane expansion joint locations.

Sealant system shall be comprised of three components: 1) cellular polyurethane foam impregnated with hydrophobic 100% acrylic, water-based emulsion, factory coated with highway-grade, fuel resistant silicone; 2) field-applied epoxy adhesive primer, 3) field-injected silicone sealant bands.

Material shall be capable of movements of +50%, -50% (100% total) of nominal material size. Standard sizes from 1/2" (12mm) to 4" (100mm). Depth of seal as recommended by manufacturer.

Silicone coating to be highway-grade, low-modulus, jet-fuel resistant silicone applied to the impregnated foam sealant at a width greater than maximum allowable joint extension and which when cured and compressed will form a bellows.

DSM to be installed into manufacturer's standard field-applied epoxy adhesive. DSM is to be installed slightly recessed from the surface such that when the field-applied injection band of silicone is installed between the substrates and the foam-and-silicone-bellows, the system will be essentially flush with the substrate surface. Select the sealant system model appropriate to the movement and design requirements at each joint location that meet the project specification or as defined by the Superintendent of Building Maintenance. Manufacturer's Checklist must be completed by expansion joint installation Company and returned to manufacturer at time of ordering material.

DSM by EMSEAL must be supplied pre-compressed to less than the joint size, packaged in shrink-wrapped lengths (sticks).

Directional changes and terminations into horizontal plane surfaces to be provided by factory-manufactured universal-90-degree single units containing minimum 12-inch long leg and 6-inch long leg or custom leg on each side of the direction change or through field fabrication in strict accordance with installation instructions.

Preparation of the Work Area

The Company shall provide properly formed and prepared expansion joint openings to the exact dimensions and elevations shown on manufacturer's standard system drawings or as shown on the contract drawings. Deviations from these dimensions will not be allowed without the written consent of the Superintendent of Building Maintenance.

The Company shall clean the joint opening of all contaminants immediately prior to installation of expansion joint system. Repair spalled, irregular or unsound joint surfaces using accepted industry practices for repair of the substrates in question. Remove protruding roughness to ensure joint sides are smooth. Ensure that there is sufficient depth to receive the full depth of the size of the DSM being installed. Refer to Manufacturers Installation Guide for detailed step-by-step instructions.

Cornerstone Parking Deck Cleaning and Sealing

No drilling, or screwing, or fasteners of any type are permitted to anchor the sealant system into the substrate.

System to be installed by qualified sub-Company only according to detailed published installation procedures and/or in accordance with job-specific installation instructions of manufacturer's field technician.

4.0 Section intentionally left blank

5.0 Section intentionally left blank

6.0 NOTES AND INSTRUCTIONS

6.1 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.

6.2 Award Process

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

6.2.2 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.

6.2.3 The Board of Control reserves the right to waive minor deficiencies contained within a bid.

6.3 Questions and Addenda

6.3.1 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 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.

6.3.2 All questions should be directed to:
Andy Roth
City of Canton Purchasing Department
Email: purchasing@cantonohio.gov

Cornerstone Parking Deck Cleaning and Sealing

- 6.3.3 Bidders are expected to and responsible for monitoring the City's website for all official addenda.
- 6.3.4 Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal or binding.
- 6.4 Proposal Page Instructions:
 - 6.4.1 Bidders are required to fill out the proposal pages completely. Failure to do so may result in your bid being disqualified. This includes providing the address where bid materials can be obtained by the various City of Canton departments. Distance from City sites to the bidder's loading site may be considered when determining the lowest and best bid.
 - 6.4.2 Prices shall include all of the requirements listed herein.
- 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 Andy Roth, Director of Purchasing at purchasing@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 or the proposal page, the City of Canton may reject said bid.
- 6.8 The party submitting a bid is solely responsible for the delivery of the bid to the specified location prior to the deadline for the receipt of bids. The Purchasing Department time stamp clock is the official time used for the deadline of the submission of bids.
- 6.9 Please be advised that these bid documents and the resulting City of Canton contract are the only contractual documents that will be signed by the City of Canton in regards to this purchase.

Cornerstone Parking Deck Cleaning and Sealing

Section VI: Proposal and Signature Pages

Proposal Page

Cornerstone Parking Deck Maintenance

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.

Notes:

- Any freight, shipping and delivery charges must be included in your price.

Bid Item

Cornerstone Parking Deck Maintenance	Price or Unit Price as indicated
<u>Base Bid</u> Clean and repaint space lines and directional signage	_____ Lump Sum
<u>Alternate 1</u> seal parking surfaces with specified concrete sealer or approved alternate	_____ Lump Sum
<u>Alternate 2</u> repair/replace Expansion Joint Seals	\$ _____ per lineal foot
<u>Alternate 3</u> repair/replace EXPANSION JOINT SEALS-SILICONE FACED FOAM COMPRESSION SEAL	\$ _____ per lineal foot
<u>Alternate 4</u> repair/replace spalling concrete	\$ _____ per cubic foot

Addenda Acknowledgement

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

Addenda Number(s) _____

Cornerstone Parking Deck Cleaning and Sealing

Signature Page

Cornerstone Parking Deck Cleaning and Sealing Maintenance Services

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 **Cornerstone Parking Deck Cleaning and Sealing Maintenance Services** 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.