

Invitation to Bid

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

Vegetation Trimming and/or Removal and Stump Removal

Item/Project

Street Department

Responsible Department

Tuesday, February 20, 2018 on or before 2:00 PM local time

Bids Due

Bid Proposal Submitted By:

Company Name

Street Address

City

State

Zip

Contact Person

Phone No.

Email Address

**Vegetation Trimming and/or Removal and Stump Removal
Street Department**

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, February 20, 2018, for the purpose of entering into contract for as needed:

Vegetation Trimming and/or Removal and Stump Removal

The City will disqualify any bid not received on or before 2:00 PM local time on Tuesday, February 20, 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 if you have any questions regarding this bid.

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

Published in the Canton Repository: February 5, 2018 and February 12, 2018

**Vegetation Trimming and/or Removal and Stump Removal
Street Department**

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 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: W9 Tax Form
- _____ Section III: City of Canton Income Tax Information (Page 23-24)
- _____ Section IV: Canton Codified Ordinances (Pages 25-29)
- _____ Section V: Bid Specifications (Pages 30-40)
- _____ Section VI: Proposal and Signature Pages (Pages 41-43)
- _____ Proof of City of Canton Tree Contractor License (to be submitted with bid for
Vegetation Trimming and/or Removal Vendors)
- _____ Equipment List (to be submitted with bid)
- _____ References (to be submitted with bid)
- _____ Experience of Management and Supervisory Personnel (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

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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.

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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
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.

Categories	Overall Total	MALE:						FEMALE:			
		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)

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: 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.

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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.

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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)

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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)

**Vegetation Trimming and/or Removal and Stump Removal
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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.

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Bid Form 11: W9 Tax Form

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

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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.

**Vegetation Trimming and/or Removal and Stump Removal
Street Department**

City of Canton Income Tax Department

Office Address

424 Market Ave. N
Canton OH 44702

Phone: (330) 430-7900

Fax: (330) 430-7944

Email: cantontax@cantonohio.gov

Correspondence Address

P.O. Box 9940
Canton, OH 44711

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.)

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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.

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- 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 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

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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:

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

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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; 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.

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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.)

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Section V: Bid Specifications

1.0 SCOPE AND CLASSIFICATION

- 1.1 **Scope:** The City of Canton is seeking bids for the trimming and/or removal of vegetation and tree stump removal during a one (1) year contract term. There shall be the option of two (2) additional one-year renewals at the sole discretion of the City of Canton. The City may award multiple contracts including potentially primary and secondary contracts. Any City Department shall be able to use any and all awarded contracts.
- 1.2 **Classification:** Successful bidders will be expected to trim and/or remove vegetation and remove tree stumps within the City of Canton as requested by the City.

2.0 APPLICABLE PUBLICATIONS & STANDARDS

- 2.1 N/A

3.0 REQUIREMENTS

3.1 Contract Overview

- 3.1.1 Tree stump removal and vegetation to be trimmed and/or removed includes but is not limited to those within the road right of way, on vacant/deserted lots, on private property, or on public property.
- 3.1.1.1 Bidders are asked to provide separate pricing for removals/trims in the road right of way and all other removals/trims (including but not limited to removals/trims on vacant/deserted lots, on private property, and/or on public property).
- 3.1.1.2 It will be the responsibility of the selected vendor(s) to confirm with the requesting department whether or not specific vegetation growth or stumps are in the road right of way.
- 3.1.2 **Please note that the City makes no guarantee that any particular amount of tree stumps or vegetation growth will be trimmed or removed. All stumps and vegetation growths to be trimmed or removed in accordance with contracts awarded pursuant to this bid will be on an as needed basis.**
- 3.1.3 The work to be performed under this contract includes, but is not limited to, the providing of all labor, materials, supervision, equipment, fuel, services, incidentals, and related items necessary to complete the work in accordance with these specifications and scope of work unless otherwise mentioned.

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- 3.1.4 A primary and secondary Contractor may be awarded from this Invitation to Bid. Awards may also be split if it is in the best interest of the City of Canton.
- 3.1.4.1 It is fully expected that the primary Contractor will be able to complete all trimming and removal requests. If for some reason this is not possible, the Contractor should alert the department requesting services, and it will request vegetation trimming and/or removal or stump removal services from the secondary contract holders (if awarded) as needed. If a primary Contractor is unable to complete a request, an explanation must be given to the City.
- 3.1.4.2 Secondary Contractors may also be utilized in emergency situations or when the primary Contractor has more work than can reasonably be accomplished as determined by the City.
- 3.1.5 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.
- 3.1.6 Bidders are requested to bid fixed firm pricing in the spaces provided on the proposal pages.
- 3.1.7 Contract Term: The initial term of awarded contracts shall be in effect for one year from April 15, 2018 to April 14, 2019. **There shall be the option of two (2) additional one-year renewals at the sole discretion of the City of Canton.**
- 3.1.8 Bidders must have a City of Canton Tree Contractor license on file allowing them to perform cutting, removal, treating, or pruning work on any vegetation located within Canton City limits on public or private property before being awarded a contract. Proof of said license should be provided with the bid. Information for obtaining a City of Canton tree license can be found at <http://cantonohio.gov/engineering/?pg=801>.
- 3.1.9 All vendors bidding on vegetation trimming and/or removal must possess a valid City of Canton tree license.
- 3.1.10 Vendors bidding on stump grinding only do not need to obtain a City of Canton tree license.
- 3.1.11 All work must meet the minimum specifications contained herein.
- 3.1.12 **Please note that this contract may be used by any City department. If a department, other than the Street Department, requests services under this contract, all of the specifications contained herein shall apply to them in lieu of the Street Department.**

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- 3.1.13 All roads, sidewalks, etc. shall be kept free of mud, dirt, vegetation, debris or any other affiliated material associated with the work.
- 3.1.14 Any debris that may exist while work is being performed must be removed prior to the Contractor leaving the job site for any reason.
- 3.1.15 Pricing for shall be the same regardless of the genus/species of the tree stump or vegetation.
- 3.1.16 Before commencing with any trimming and/or removal, a quote which includes the hours to be worked, must be provided to the City. The Contractor shall prepare the written quotation based on the price submitted with the bid. Work may not commence until the quote is approved by the City.
- 3.1.17 If there are any questions in regards to the location requirements of work to be performed, the Contractor should contact the City for clarification before completing the requested work.
- 3.1.18 Any damage caused by the Contractor, including but not limited to broken sidewalk/curb, rutted lawn, broken water lines/valves/hydrants, or damaged buildings/streets will be repaired or replaced within a timeframe determined and to the satisfaction of the City. All associated costs will be paid by the Contractor.
- 3.1.19 Only personnel thoroughly trained and skilled in the task assigned may be employed on any portion of work. Any employee found to be unskilled or untrained in his/her work shall be removed from the job.
- 3.1.20 It shall be the sole responsibility of the Contractor(s) performing services for this contract to safeguard their own materials, tools and equipment. The City of Canton shall not assume any responsibility for any damaged materials, tools or equipment.
- 3.1.21 Adequate barricades shall be erected and maintained around all areas where equipment and materials are stored and used.
- 3.1.22 If needed, the Contractor may request the assistance of the City for the storage of materials and or equipment. That said, the City makes no guarantee that said assistance will be available, and it does not accept responsibility for losses of material or equipment regardless of any approval to store said equipment in/on the City's facilities or grounds.
- 3.1.23 Unless an immediate response or emergency trim and/or removal is requested as outlined herein, all work should be completed within the typical workday hours of 8:00 AM and 5:00 PM.

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- 3.1.24 The Contractor will be notified regarding completed sites not meeting approved specifications. In such event, the Contractor will be expected to correct any 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 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.
- 3.1.25 Should a Contractor be requested by a property owner, or person(s) claiming to be the property owner of any work site, to cease any trimming or removal, 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 City must then be notified for further instructions.
- 3.1.26 Bidders are asked to provide a copy of their equipment list. This information may be considered when determining the lowest and best bid.
- 3.1.27 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.
- 3.1.38 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 should include the company/agency name, company/agency address, name of contact, and phone number and/or email address for said contact person.
- 3.1.29 The Contractor shall contact the public utility, phone company and cable company when deemed necessary if work is being performed next to their lines.
- 3.1.30 O.U.P.S.: The Contractor is solely responsible for contacting the Ohio Utilities Protection Service (OUPS), to locate and identify all underground utilities that might interfere with their work.

3.2 Vegetation Trimming and Removal Specifications

3.2.1 General Requirements for Vegetation Trimming and Removal

- 3.2.1.1 Overgrown vegetation shall be removed and trimmed to within approximately six (6) inches of the ground.

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- 3.2.1.2 Contractor shall not over trim the vegetation. If vegetation is over trimmed per the specifications on the quote, Contractor shall be responsible to pay for its replacement and restore back to its prior state.
- 3.2.1.3 Over trim will only be accepted without penalty if the vegetation is located within a right-of-way.
- 3.2.1.4 The use of herbicides or pesticides shall not be permitted.
- 3.2.1.5 The City shall be charged the bid flat hourly, per person rate for all vegetation trimming and removal.
- 3.2.1.6 Once the City approves the quote referenced in specification 3.2.1.5, the Contractor has 5 (five) business days to start working unless a new date is agreed to by both parties.
- 3.2.1.7 The City will only pay 5% above the approved quote price without requiring prior authorization.
- 3.2.1.8 Falsification or misrepresentation that vegetation has been trimmed or removed when the work has not been completed will be dealt with in a legally provided manner.
- 3.2.1.9 It is the preference of the City of Canton that management and supervisory personnel have over five (5) years of experience in the removal of vegetation. If possible, please provide documentation demonstrating said experience.
- 3.2.1.10 Additional specific requirements will be provided with each work order.
- 3.2.1.11 The Contractor shall only complete the work specified in the quote/work order. No additional work shall be completed at that site which was not been previously approved by the City. Any additional vegetation trimming or removal done at the Contractor's discretion will not be paid.

3.3 Stump Removal

3.3.1 General Requirements for Stump Removal

- 3.3.1.1 Contractors selected for stump grinding will provide stump grinding services based on stump width.
- 3.3.1.2 The measurement of the diameter of a stump will be taken where the root flair enters the ground for the purposes of bidding and pricing.

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- 3.3.1.3 Stumps shall be ground to at least eight (8) inches below grade unless otherwise directed by the requesting department.
- 3.3.1.4 Stump grounds must be left in the resulting hole so that the ground stump is flush with the surrounding ground unless otherwise directed by the requesting department.
- 3.3.1.5 It is the responsibility of the stump removal vendor to clean the area around the ground stump including disposing of all grounds not used to fill the hole.
- 3.3.1.6 Stump removal for extraordinary work or circumstances unrelated to the basic task of stump removal may be billed in quarter hour increments, with quarter hour minimum charge. This may include, but not limited to, excessive debris removal (including the use of a skid steer) to gain access to a stump, cutting off any trunk/stump in excess of 15 inches above grade, dealing with foreign objects imbedded in or around stumps.
- 3.3.1.7 The City shall be charged the bid flat hourly, per person rate for all stump removals.
- 3.3.1.8 Once the City approves the quote referenced in specification 3.3.1.7, the Contractor has 5 (five) business days to start working unless a new date is agreed to by both parties.
- 3.3.1.9 Falsification or misrepresentation that stumps have been removed when the work has not been completed will be dealt with in a legally provided manner.
- 3.3.1.10 It is the preference of the City of Canton that management and supervisory personnel have over five (5) years of experience in the removal of stumps. If possible, please provide documentation demonstrating said experience.
- 3.3.1.11 Additional specific requirements will be provided with each work order.
- 3.3.1.12 The Contractor shall only complete the work specified in the quote/work order. No additional work shall be completed at that site which has not been previously approved by the City. Any additional stump removal done at the Contractor's discretion will not be paid.
- 3.3.2 Safety Requirements
- 3.3.2.1 When necessary, ropes and other rigging devices will be used for safety precaution and to eliminate potential damages.

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- 3.3.2.2 If a work site becomes unsafe due to weather, limited light conditions, or other reasonable conditions, then work can stop. In the event of said conditions, the Contractor must take proper safeguards to protect the public as well as its equipment and personnel. Work must resume once the situation improves.
- 3.3.2.3 If the Contractor does not comply with established standards, a stop work order will be issued and work will not restart until the standard has been obtained.
- 3.3.2.4 The Contractor will immediately notify utility companies and the City if utilities are damaged during work effort.
- 3.3.2.5 At all times, safety of Contractor personnel must be in accordance to industry safety standards. If the Contractor is found at fault for personnel safety violations, the City will not assume any liability.
- 3.3.2.6 All work shall be done in a safe manner and comply with all federal, state, and local laws and regulations concerning safety. This shall include, but not be limited to OSHA, etc.
- 3.3.2.7 All equipment shall display proper safety markings and lighting and shall have in place all safety guards, shields, and protective covers.
- 3.3.2.8 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. Chaps are required for all ground use chainsaw operators.
- 3.3.2.9 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 condition at the work sites.
- 3.3.3 Traffic Control
 - 3.3.3.1 If streets need to be closed, the Contractor will notify the Street Department who will then make the necessary arrangements for said closing.
 - 3.3.3.2 Traffic control is the responsibility of the Contractor and will be in accordance with the Manual of Uniform Traffic Control Devices.

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- 3.3.3.3 The cost for signage and devices will be at the Contractor's expense.
- 3.3.4 Special Equipment Mobilization
 - 3.3.4.1 If a non-common piece of equipment is needed to complete a task, the Contractor must notify the requesting department of said issue and provide three (3) quotes for the equipment requested. The requesting department will then determine if said work order will move forward. (A crane would be an example of a non-common piece of equipment.)
 - 3.3.4.2 Only one special equipment mobilization, of any one type, will be allowed per job. The City will make every effort to group removals and trims of this type together. Thus, work in one (1) area or on one (1) street in which the jobs are contiguous or close together regardless of the scope or scopes of work, is considered one (1) job, for this purpose only, and the Contractor shall be paid for one (1) special equipment mobilization.
- 3.3.5 Delays
 - 3.3.5.1 The Contractor shall not be in default because of any failure to perform this contract under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Contractor.
 - 3.3.5.2 In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor or Subcontractor.
 - 3.3.5.3 "Default" includes failure to make progress in the work so as to endanger performance.
 - 3.3.5.4 Upon request of the Contractor, the City shall ascertain the facts and extent of the failure. If the City determines that any failure to perform results from one or more of the causes above, the delivery schedule may be revised.
- 3.4 Billing and Invoicing
 - 3.4.1 The successful bidders are to invoice the City on a weekly basis allowing thirty (30) days for payment.
 - 3.4.2 Each department requesting services pursuant to any and all awarded contracts must be invoiced separately.
 - 3.4.3 All invoices shall be submitted to the address on the Purchase Order.
 - 3.4.4 All invoices shall reference the quote, outline the work that was completed, list the bid price, and the total amount due.

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- 3.4.5 The City will only pay for work actually completed. If a Contractor determines that vegetation has already been trimmed and/or removed or stump has been removed after a work order has been placed, they are to notify the requesting department, and no payment will be made.

3.5 Insurance and Workplace Policy Requirements

- 3.5.1 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.
- 3.5.2 All bidders awarded contracts will be required to provide the insurance information outlined herein.

3.6 Contract Non-Performance and Cancellation

- 3.6.1 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.
- 3.6.2 If a non-performance or breach is not remedied pursuant to specification 3.5.1, the City of Canton reserves the right to terminate the contract and re-award to a different Contractor.

4.0 INSPECTION, EQUIPMENT, AND WORKMANSHIP

- 4.1 The City reserves the right to inspect all vegetation trims and removals and stump removals to determine if they have been completed in accordance with these specifications.
- 4.2 All equipment and/or materials incorporated into the work covered by this contract shall be of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract.
- 4.3 All work under this contract shall be performed in a skillful and workmanlike manner.
- 4.4 The City may require, in writing, that the Contractor remove from the work site any employee deemed by the City to be incompetent, careless, or otherwise objectionable.

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5.0 PREPARATION FOR DELIVERY

NA

6.0 NOTES

- 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 will consider the pricing for standard, emergency, and immediate response emergency trims and removals when awarding all contracts. However, pricing for the standards trims and removals will be given greater consideration. The Board of Control reserves the right 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:
Katie Wise
City of Canton Purchasing Department
Email: kathyrn.wise@cantonohio.gov
- 6.3.3 Bidders are expected to and responsible for monitoring the City's website for all official addenda.

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- 6.3.4 Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal or binding.
- 6.4 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.
- 6.5 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. 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.
- 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.

**Vegetation Trimming and/or Removal and Stump Removal
Street Department**

Section VI: Proposal and Signature Pages

Proposal Pages

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.

Vegetation trimming and/or removal and stump removal work shall be based upon the following. Travel and mobilization expenses shall be included in the unit bid prices.

Bid Category 1: Vegetation Trimming or Removal (In Road Right of Way)

	Standard Price	Emergency Price	Immediate Price
Hourly Rate per Person			

Bid Category 2: Vegetation Trimming or Removal (Not in Road Right of Way)

	Standard Price	Emergency Price	Immediate Price
Hourly Rate per Person			

Bid Category 3: Stump Removal

Hourly Rate per Person	Standard Price	Emergency Price	Immediate Price
Sapling/Brush Clusters Under 3" diameter per SF			
Under 8 in. diameter			
8 in. to 20 in diameter			
21 in. to 28 in. diameter			
29 in. to 36 in. diameter			
37 in. to 50 in. diameter			
51 in. to 70 in. diameter			
71 in. to 90 in. diameter			
Over 90 in. diameter			

Bid Category 4: Stump Removal – Extraordinary Circumstances

- Hourly rate for extraordinary circumstances unrelated to basic stump removal per bid item 3.3.1.6- \$ _____
- Additional costs associated with the need for specialized rented equipment for stump removal will be the hourly bid cost plus _____%

**Vegetation Trimming and/or Removal and Stump Removal
Street Department**

Addenda Acknowledgement

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

Addenda Number(s) _____

**Vegetation Trimming and/or Removal and Stump Removal
Street Department**

**Signature Page
Vegetation Trimming and/or Removal and Stump Removal**

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 **Vegetation Trimming and/or Removal and Stump Removal** 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.