

# Invitation to Bid

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

Lease of Space at the Edward 'Peel' Coleman Southeast Community Center

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**Item/Project**

Parks and Recreation Department

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**Responsible Department**

July 9, 2019, 2:00 PM local time

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**Bids Due**

**Bid Proposal Submitted By:**

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**Company Name**

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**Street Address**

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**City**

**State**

**Zip**

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**Contact Person**

**Phone No.**

**Email Address**

**Lease of Space at the Edward ‘Peel’ Coleman Southeast Community Center  
Parks and Recreation Department**

**LEGAL NOTICE**  
**Ordinance 99/2019**

The Director of Parks and Recreation of the Canton Park Commission will accept sealed bids on or before **2:00 PM local time, July 9, 2019**, for the purpose of entering into a three (3) year contract with the option to renew one year at a time if mutually agreed upon thereafter for the:

**Lease of Space at the Edward ‘Peel’ Coleman Southeast Community Center**

The Canton Park Commission will disqualify any bid not received on or before 2:00 PM local time on July 9, 2019. 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 <http://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 Parks and Recreation 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 Canton Park Commission 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 Commission will disqualify the bid. The Director of Parks and Recreation 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 Canton Park Commission 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 Canton Park Commission reserves the right to reject any or all bids and to accept the bid(s) deemed most beneficial to the Canton Park Commission.

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 the completed bid packet in its entirety.

Please contact Director of Purchasing Andrew Roth at [Andrew.roth@cantonohio.gov](mailto:Andrew.roth@cantonohio.gov) if you have any questions regarding this bid.

**By order of the Director of Parks and Recreation:** Doug Foltz

**Published in the Canton Repository:** June 7, June 10, June 17, June 24 and July 1, 2019

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Parks and Recreation 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 Canton Park Commission. 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: W9 Tax From
- \_\_\_\_\_ Section III: City of Canton Income Tax Information
- \_\_\_\_\_ Section IV: Canton Codified Ordinances
- \_\_\_\_\_ Section V: Bid Specifications
- \_\_\_\_\_ Section VI: Proposal and Signature Pages
- \_\_\_\_\_ Proof of Non-Profit Status
- \_\_\_\_\_ Description of Operation with audited financial statement
- \_\_\_\_\_ References and Detailed Experience (Including Financial References)

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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 11 will be required of the successful bidder but may be submitted after the awarding of the contract.

**\*\*\*The Canton Park Commission 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 Parks and Recreation 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 Canton Park Commission after the receipt of bids.

*Bid Form 5: Non-Collusion Affidavit*

Each bidder is required to submit with the bid an affidavit stating that neither he nor his

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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.

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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

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- 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.	

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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)



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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:**

**Lease of Space at the Edward ‘Peel’ Coleman Southeast Community Center  
Parks and Recreation Department**

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**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 Parks and Recreation 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 **one hundred (\$100.00) dollars**. The Canton Park Commission will **only accept original checks and bid bonds**. Therefore, if any company and/or bidder submits a copy (including faxed copies) of his/her \$100.00 security, the Canton Park Commission will disqualify the bid.

The Director and Parks and Recreation 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 Canton Park Commission may impose a \$100.00 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**

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**

**Insurance Requirements**

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

- I. Lessee agrees to purchase and keep in full force and effect throughout the duration of this Lease, or any legitimate extension thereof, general liability insurance covering the Leased Premises and parking lot in an amount not less than One Million Dollars (\$1,000,000.00) per occurrence.
- II. In addition to liability insurance coverage, Lessee agrees to obtain renter's insurance covering its personal property and belongings from any casualty whatsoever including, but not limited to, fire, flood and other peril. Lessee hereby waives all rights it may have against Lessor for any damage to Lessee's personal property and belongings located at the Leased Premises that may arise from any cause whatsoever occurring at the Leased Premises throughout the duration of this Lease or any legitimate extension thereof.
- III. 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 shall 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. include the City of Canton **“as an additionally named insured”** 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.
  5. include the Canton Park Commission **“as an additionally named insured”** and shall **contain an endorsement by the insurance carrier providing thirty (30) days notice to both the Canton Park Commission 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 Commission 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)

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**Bid Form 10: Articles of Incorporation**

**Please provide a copy of the company’s articles of incorporation. The Canton Park Commission 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.

**Lease of Space at the Edward ‘Peel’ Coleman Southeast Community Center  
Parks and Recreation Department**

**City of Canton Income Tax Department**

**Office Address**

424 Market Ave. N  
Canton OH 44702

**Correspondence Address**

P.O. Box 9940  
Canton, OH 44711

**Phone:** (330) 430-7900

**Fax:** (330) 430-7944

**Email:** [cantontax@cantonohio.gov](mailto:cantontax@cantonohio.gov)

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

**Provision 1**

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

**Provision 2**

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

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

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

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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 105.15 – 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.



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- 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.)*

**3. 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.

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

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

b. During the performance of this contract, the contractor agrees as follows:

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

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

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

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provided, however, that in the event the contractor becomes involved in or is threatened with litigation as the result of such direction by the City, the City will enter into such litigation as is necessary to protect the interests of the City and to effectuate the City's equal opportunity program and, in the case of contracts receiving Federal assistance, the contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.

6. The contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the City in the form and to the extent prescribed by the City or its representative. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the contractor and his subcontractors.
7. The contractor shall include the provisions of this equal employment opportunity clause in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor.
8. Refusal by the contractor or subcontractor to comply with any portion of this program as herein stated and described will subject the offending party to any or all of the following penalties:
  - A. Withholding of all future payments under the involved public contract to the contractor in violation, until it is determined that the contractor or subcontractor is in compliance with the provisions of this contract.
  - B. Refusal of all future bids for any public contract with the City or any of its departments or divisions, until such time as the contractor or subcontractor demonstrates that he has established and shall carry out the policies of the program as herein outlined.
  - C. Cancellation of the public contract and declaration of forfeiture of the performance bond.
  - D. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or as may be provided by contract, appropriate proceedings may be brought to enforce these provisions, including the enjoining within applicable laws of contractors, subcontractors or other organizations, individuals or groups who prevent, directly or indirectly, or seek to prevent, directly or indirectly, compliance with the policy as herein outlined.

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

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**Section V: Bid Specifications**

**SPECIFICATIONS**

**1.0 SCOPE AND CLASSIFICATION**

- 1.1 **Scope:** The Canton Park Commission is seeking bids for a three (3) year lease, with the option to renew yearly thereafter if mutually agreed upon by both parties, of approximately 680 square feet of space at the Edward ‘Peel’ Coleman Community Center (1400 Sherrick Rd SE, Canton, OH 44707) by a non-profit organization to help promote school readiness of children under the age of five (5) from low-income families through education, health, social and other services.
- 1.2 **Classification:** The successful bidder will lease said space pursuant to all terms and conditions in this bid and the resulting contract.

**2.0 APPLICABLE PUBLICATIONS & STANDARDS**

- 2.1 N/A

**3.0 REQUIREMENTS**

**3.1 General Requirements**

- 3.1.1 Bidders shall provide firm and fixed per-year lease prices for the property on the proposal pages provided.
- 3.1.2 The initial lease agreement shall be for three (3) years, with the option to extend the lease one year at a time if mutually agreed upon by both parties.
- 3.1.3 The specific start date of the lease will be negotiated with the winning bidder during the contracting process.
- 3.1.4 No security deposit shall be required.
- 3.1.5 The awarded bidder must be a valid non-profit organization with proof of said status provided with the bid.

**3.2 Lease Requirements and Information**

- 3.2.1 The lease will be for approximately 680 square feet of space at the Edward ‘Peel’ Coleman Community Center located at 1400 Sherrick Rd SE, Canton, OH 44707 hereinafter referenced as the “Leased Premises.”

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- 3.2.2 The Leased Premises must be used to help promote school readiness of children under the age of five (5) from low-income families through education, health, social and other services. The Canton Park Commission reserves the right to determine what qualifies as “school readiness services for youth.”
- 3.2.3 Lessee must provide proof of all applicable licenses required by law or requested by the Canton Park Commission or City of Canton for its proposed operation.
- 3.2.4 Lessee shall use the Leased Premises in a manner consistent with the promotion of school readiness of children under the age of five (5) from low-income families through education, health, social and other services and for no other purpose unless prior written approval is received from the Canton Park Commission or City of Canton. Lessee shall not use the Leased Premises for any unlawful purpose or for any purpose that will create a nuisance at the Leased Premises. Lessee agrees, at its sole expense, to comply with all laws, orders and regulations of federal, state, county and municipal authorities applicable to the Lessee's business and use of the Leased Premises.
- 3.2.5 Lessee shall be responsible for any damage to the Leased Premises caused by any negligent or intentional act of Lessee or its agents, students, employees, invitees, etc. Further, Lessee shall not do or commit to be done any act or thing upon the Leased Premises which would jeopardize the ability of Lessee and/or Lessor to obtain insurance coverage on the Leased Premises.
- 3.2.6 Quiet Enjoyment: Lessee shall peaceably and quietly have, hold, occupy, possess and enjoy the Leased Premises during the lease term, or any legitimate extension thereof, provided, however, that Lessee promptly pays the rental due and keeps, observes and performs all of the terms and conditions as set forth in this Lease.
- 3.2.7 Lessee shall be responsible for all federal, state and local income, taxes associated with the operation of Lessee.
- 3.2.8 Termination: Lessee will deliver and surrender to Lessor possession of the Leased Premises upon the expiration of this Lease, or any legitimate extension thereof, in as a good condition and repair as the Lessee received the Leased Premises at the initial commencement of this Lease, normal wear and tear excepted. In addition, Lessee shall deliver all keys to the Leased Premises to the Lessor at the time of such surrender.
- 3.2.9 Damage to Premises: If the Leased Premises shall, during the term of this Lease Agreement or any extension hereof, be damaged or destroyed by fire or any other cause whatsoever, both the Lessee and the Lessor may cancel said lease at any time. The intent to cancel must be indicated in writing within thirty (30) days of the damage or destruction.

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- 3.2.10 Mechanic's Liens: Lessee agrees not to do, and shall not permit to be done, any act or thing to create any mechanic's or materialmen's liens or claim for lien to be placed on the Leased Premises, and Lessee, for itself, its successors and assigns, and its contractors, subcontractors, materialmen and all persons whosoever, hereby waives and disclaims any and all claims and all right to any mechanic's lien for work, labor or materials for the furnishing or doing of any matter or thing permitted or required by law, ordinances, or regulations or by the terms of this Agreement or otherwise and Lessee shall indemnify and hold harmless Lessor and its successors and/or assigns from any and all liabilities, damages and claims arising from any such liens. Any such liens placed on the Leased Premises shall be immediately discharged by Lessee, or Lessee may post a bond with Lessor in a form approved by Lessor for the full amount of the lien.
- 3.2.11 Lessee shall run its operation during normal business hours unless prior written approval is granted by the Parks and Recreation Director.
- 3.2.12 Lessee's operations shall remain within the Leased Premises unless additional space is reserved through the proper established procedure.
- 3.2.13 Lessee will have access to the building's parking lot, public restrooms, and common areas as reasonably needed.

**3.3 Facility Use Requirements**

- 3.3.1 Alterations: Lessee shall be responsible for making any alterations to the Leased Premises to accommodate the proposed operation. Lessee shall be responsible for any interior work in the leased area, including, but not limited to: the installation of children's restroom facilities and classrooms.

Lessee shall comply with the Davis-Bacon Act and pay prevailing wage for all work done in the leased area as required. Lessee shall self-monitor compliance with the Davis-Bacon Act.

- 3.3.1.1 Plans for any alterations must receive prior written approval from the Director of Parks and Recreation and the Director of Public Service.
- 3.3.1.2 All repair/alteration work is to be done in accordance with all applicable building codes, and permits must be secured from the same.
- 3.3.1.3 Alterations to the building proper become the property of the City of Canton. Lessee shall retain title to trade fixtures and equipment, furniture and furnishing it installs.
- 3.3.1.4 No sign of any nature shall be attached to, nor erected, inside or outside of the Leased Premises without the express written approval of the Director of Parks and Recreation and the Director of Public Service.

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3.3.2 Maintenance

3.3.2.1 Lessee is responsible for all general cleaning and housekeeping of the Leased Premises to the reasonable satisfaction of the Canton Park Commission and/or the City of Canton.

3.3.2.2 Major maintenance repairs necessary to the building proper will be the responsibility of the Canton Park Commission and/or the City of Canton as long as said repair is not due to the fault of the Lessee. If the actions and building use of the lessee result in the need for a repair to the building proper, said repair will be the responsibility of the Lessee.

3.4 Default: In the event that Lessee shall fail or neglect to keep, perform and observe Lessee's obligations under the terms of this Lease or any legitimate extension thereof and such default shall not have been cured within thirty (30) days after the date of such default, then in such event the Lessor may exercise all remedies available to Lessor at law or equity; provided, however, that if the default involves the non-payment of rent, in such event the period to cure shall be fifteen (15) days.

In the event that Lessor shall fail or neglect to keep, perform and observe Lessor's obligations under the terms of this Lease and such default shall not have been cured within thirty (30) days after the date of such default, then in such event the Lessee may exercise all remedies available to Lessee at law or equity.

3.5 Bidding Submittal Requirements

3.5.1 Bidders are required to include an explanation of their plans for the leased space with their bid. The explanation shall include, but not be limited to, all of the following:

- 1) Hours of operation
- 2) Overview of proposed services
- 3) Operating budget
- 4) Maintenance plans
- 5) Preliminary employee information

3.5.2 Each bidder shall submit an audited financial statement for the last fiscal year.

3.5.3 Each bidder shall submit a detailed summary of experience and references for the same. Financial references shall also be included.

3.6 The Canton Park Commission and/or the City of Canton reserve the right to require additional terms and conditions as requested by the City of Canton Law Department depending on the type of operation run by the successful bidder.

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- 3.7 The Lessee shall adhere to all applicable protocols of a federal, state, or local legal code with regard to the protection of minors.
- 3.8 If it is determined that the Lessee has violated any federal, state, or local law, the Lessor reserves the right to immediately terminate the lease.
- 3.9 The Lessee shall record a copy of the resulting lease or a memo of the resulting lease with the Stark County Recorder at Lessee’s sole expense.

**4.0 INSPECTIONS AND TESTING**

- 4.1 Bidders shall have the opportunity to inspect the premises both during the bid process and prior to accepting the award of the contract. Contact Doug Foltz at [doug.foltz@cantonohio.gov](mailto:doug.foltz@cantonohio.gov) if you would like to set up a time for viewing.
- 4.2 At any time during the term of the Lease, the Canton Park Commission and the City of Canton shall have access to the premises for purposes of inspection. The Lessee shall permit the Canton Park Commission and the City of Canton access to the property for inspection or repairs at all times requested by the Canton Park Commission and the City of Canton. Unless otherwise agreed upon in advance, the Canton Park Commission and the City of Canton will give twenty-four (24) hours’ notice for these inspections and/or repairs unless there is an emergency. The Lessor shall have immediate access to the Leased Premises in said emergency situations.

**5.0 BILLING AND INVOICING**

**5.1 Rent**

- 5.1.1 Lessee shall pay all rent as bid to the Lessor on a monthly basis.
- 5.1.2 Lessor will invoice Lessee for said monthly rent.
- 5.1.3 Rent is due on the first day of every month. In the event that rent payments are greater than ten (10) days late, Lessee shall pay a late payment fee equal to 10% of the late rent payment.

**5.2 Utilities**

- 5.2.1 The leased space encompasses approximately 4.3% of the building.
- 5.2.2 Lessee shall be responsible for a portion of the monthly utility bills associated with their occupation of square footage. The Lessee will be responsible for 4.3% of the electric and gas bills at the Edward ‘Peel’ Coleman Southeast Community Center.



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- 5.2.3 Utility charges will be invoiced quarterly by the Parks and Recreation Department.
- 5.2.4 Rent will include water and basic waste disposal. If waste disposal becomes excessive, as determined by the Canton Park Commission and/or the City of Canton, it will become the responsibility of the Lessee.

**6.0 NOTES AND INSTRUCTIONS**

- 6.1 Prospective bidders will take notice that the Canton Park Commission will award the contract to the highest bidder who is able to meet all of the desired outcomes and listed requirements contained herein.
- 6.2 The Canton Park Commission reserves the right to reject any and all bids.
- 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:  
Andrew Roth  
City of Canton Purchasing Department  
Email: [andrew.roth@cantonohio.gov](mailto:andrew.roth@cantonohio.gov)
  - 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 page completely. Failure to do so may result in your bid being disqualified.
  - 6.4.2 Bidders must provide fixed firm monthly rent pricing.
- 6.5 Please be advised that when you submit a bid to the Canton Park Commission, it will assume that an authorized representative of your company reviewed said bid to assure that the bid is correct and/or accurate.

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- 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 Andrew Roth, Director of Purchasing at [Andrew.roth@cantonohio.gov](mailto:Andrew.roth@cantonohio.gov). If there is no withdrawal of the bid, in accordance to this procedure, the Canton Park Commission 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 Canton Park Commission 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.



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**Signature Page**

**Lease of Space at the Edward 'Peel' Coleman Southeast Community Center**

To the Director of Parks and Recreation of the Canton Park Commission:

The undersigned, having carefully examined the complete invitation to bid, herewith proposes to lease the outlined space at the Edward 'Peel' Coleman Southeast Community Center pursuant to all terms and conditions outlined herein and required by the City of Canton Law Department in the resulting contract.

The bidder hereby agrees that the Canton Park Commission has the right to reject any and all bids and to accept the bid(s) deemed most beneficial to the Canton Park Commission.

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.**