



THE CITY OF
TALLMADGE
HISTORY MOVING FORWARD

SPECIFICATIONS & PROPOSAL:

Snow Removal & Melting Services

Bids due by: *October 16, 2018 @ 10 a.m.*

Submitted By:

Company Name

Street Address

City

State

Zip

Contact Person

Phone No.

Email Address

David G. Kline, Mayor
Michael Rorar, Director of Public Service

46 North Avenue, Tallmadge, Ohio 44278

Phone 330-633-0854 ▪ Fax 330-633-1359

**City of Tallmadge Department of Public Service
Invitation to Bid**

Sealed proposals will be accepted in the Public Service Department, City of Tallmadge, 46 North Avenue, Tallmadge, Ohio, 44278 until 10:00 a.m. Tuesday, October 16, 2018 with bids being opened immediately thereafter in the Council Chambers of the Municipal Building for:

Snow Removal and Melting Services

It is the intent of the City of Tallmadge (the City) to establish a contract to provide snow removal/melting services on certain City owned properties.

Detailed information, proposal forms and complete specifications may be obtained from the City of Tallmadge website at <https://www.tallmadge-ohio.org>.

Bidders must use the forms available on the website as no other will be accepted. Proposals must include a price for each item in the Bid Proposal form. Incomplete proposals will be considered informal and will not be considered. Each bid must contain the full name of every person or company participating in the bid.

Each proposal must be accompanied by a bid bond equal to 100% of the bid or a certified check, cashier's check or irrevocable letter of credit in the amount of 10% of the bid to be held as guarantee that in the event a contract is awarded to the bidder, such contract will be duly executed, and its performance properly secured. Bond amount should be calculated by multiplying the "total price per occurrence" proposal times twenty-five (25). 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.

A mandatory pre-bid meeting will be held on Tuesday, October 9, 2018 at 10:00 a.m. at Tallmadge City Hall, 46 North Avenue.

The award of this contract shall be to the lowest and best bidder. The City of Tallmadge reserves the right to reject any or all bids and to accept the bid(s) deemed most beneficial to the City of Tallmadge.

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

Please contact Linda Poinar in the Public Service Department at lpoinar@tallmadge-ohio.org if you have any questions regarding this bid.

Michael Rorar
Director of Public Service
Ordinance 74-2018

Published in the Akron Beacon Journal:
September 29, 2018
October 6, 2018

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 Tallmadge. 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)
- _____ Invitation to Bid (Page 2)
- _____ Table of Contents and Bidder's Checklist (Page 3)
- _____ Section I: Instruction to Bidders (Pages 4 - 5)
- _____ Section II: Bid Forms (Pages 6 - 20)
 - _____ Bid Form List
 - _____ Bid Form 1: Note
 - _____ Bid Form 2: Bid Guaranty and Contract Bond
 - _____ Bid Form 3: Non-Collusion Affidavit
 - _____ Bid Form 4: Statement of Non – Liability for Delinquent Personal Property Taxes
 - _____ Bid Form 5: Statement of Liability for Delinquent Personal Property Taxes
 - _____ Bid Form 6: Certification of Drug Free Workplace
 - _____ Bid Form 7: Affidavit in Compliance with Section 3517.13
 - _____ Bid Form 8: Independent Contractor Anti-Bias Disclosure
 - _____ Bid Form 9: Certification of No Personal Interest
 - _____ Bid Form 10: PERS Independent Worker/ Contractor Acknowledgment Form
 - _____ Bid Form 11: OPERS Form
- _____ Section III: Bid Specifications (Pages 21 - 26)
- _____ Section IV: Proposal and Signature Page (Page 27)
- _____ Section V: Location Maps (Pages 28-30)
- _____ Section VI: Tallmadge Codified Ordinance (Page 31)

SECTION I: INSTRUCTIONS TO BIDDERS

All pages of the Bid Proposal, Specifications and Contract Documents must be intact and included in the bid submittal. Bidders must use the forms provided on the City of Tallmadge website as none other will be accepted.

The City of Tallmadge encourage bidders to submit all bid forms with their bids.

Submit all bids to the City of Tallmadge Public Service Department, 46 North Avenue, Public Service Department, Tallmadge, Ohio 44278 according to the instructions in the Invitation to Bid posted on the City of Tallmadge's website at [https:// www.tallmadge-ohio.org](https://www.tallmadge-ohio.org)

Bids should be in a sealed envelope marked with project title and the name and address of bidder and reach the Public Service Department, no later than 10:00 a.m. on Tuesday, October 16, 2018. The Public Service Department copy machine time stamp is the official time used for the deadline of the submission of bids. The City will disqualify any bid not received on or before 10:00 AM local time on Tuesday, October 16, 2018.

The City reserves the right to waive any informality in any proposal, and to reject any or all bids. The City also reserves the right not to enter into any contract as a result of this invitation for bid.

All addendums will be posted on the City website through Vendor Registry. It is the bidder's responsibility to check this site on a regular basis. The City will not be responsible for any information not viewed by bidders. All bidders should register with www.vendorregistry.com so that the City has all the necessary vendor information.

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 Tallmadge may impose a \$500.00 penalty to any bidder that withdraws his bid after the bid opening and prior to a contract award(s).

Bid will be awarded to the lowest and best bidder. The City will be the judge of the factors and will make the award accordingly. Should the successful bidder not be able to provide the required services, the City reserves the right to request service from other sources.

After award of the bid, by the City of Tallmadge, the successful bidder will receive an official award notification from the City. The signed contract will represent agreement between the City and the successful bidder for snow removal/melting services (all terms of the bid specifications and any applicable addenda will apply).

The Contractor shall be required to furnish to the City of Tallmadge, evidence showing insurance coverage to be in force throughout the term of the contract. The Contractor shall carry Comprehensive General Liability and Auto Liability Insurance to cover damages for which the contractor may be legally responsible due to bodily injury or property damage. The contractor shall provide to the City of Tallmadge a certificate of insurance showing \$1,000,000.00 Combined Single Limit and \$2,000,000.00 Aggregate Coverage and Workers Compensation Insurance. The City of Tallmadge must be

included as an additional insured. Snow Removal Company shall name the City of Tallmadge as an additional insured for any injuries, claims, or losses, including those that result in death or property damage, arising from services performed under this agreement.

The Contractor covenants to save, defend, hold harmless, and indemnify the City, and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

After satisfactory completion of services, the Contractor shall forward invoice(s) to the following address: The City of Tallmadge, Public Service Department, 46 North Ave., Tallmadge, Ohio 44278. This is not a prevailing wage contract.

SECTION II: BID FORMS

- _____ Bid Form 1: Note
- _____ Bid Form 2: Bid Guaranty and Contract Bond
- _____ Bid Form 3: Non-Collusion Affidavit
- _____ Bid Form 4: Statement of Non – Liability for Delinquent Personal Property Taxes
- _____ Bid Form 5: Statement of Liability for Delinquent Personal Property Taxes
- _____ Bid Form 6: Certification of Drug Free Workplace
- _____ Bid Form 7: Affidavit in Compliance with Section 3517.13
- _____ Bid Form 8: Independent Contractor Anti-Bias Disclosure
- _____ Bid Form 9: Certification of No Personal Interest
- _____ Bid Form 10: PERS Independent Worker/ Contractor Acknowledgment Form
- _____ Bid Form 11: OPERS Form

NOTE

The bidder hereby agrees that the Public Service Director has the right to reject any or all bids and to waive informality in any bid and that the bidder shall not dispute the correctness of the quantities used in computing the lowest and best bidder.

(Signature of Officer, Partner or Owner)

(Date)

(Business Address of Bidder)

(Business Phone Number of Bidder)

CERTIFIED CHECK OR BID BOND

Certified check or bid bond in the amount of: _____

_____ on
(State Amount)

(Name of Bank or Bonding Company)

deposited herewith.

(Bidder)

(Date)

ALL BIDS NOT IN CONFORMITY WITH THESE PROVISIONS WILL BE REJECTED.

BID GUARANTY AND PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned _____ as _____ Principal, and _____ as Sureties, are hereby held and firmly bound unto the

CITY OF TALLMADGE, OHIO

as Obligee in the penal sum of the dollar amount of the Bid submitted by the Principal to the Obligee on the ____ day of _____, 20__ to undertake the Project known as:

The penal sum referred to herein shall be the dollar amount of the Principal's Bid to the Obligee, incorporating any additive or deductive alternate proposals made by the Principal on the date referred to above to the Obligee, which are accepted by the Obligee. In no case shall the penal sum exceed the amount of _____ dollars (\$ _____). (If the foregoing blank is not filled in, the penal sum will be the amount of the Principal's Bid, including alternates. Alternatively, if the blank is filled in, the amount stated must not be less than the full amount of the Bid including alternates, in dollars and cents. A percentage is not acceptable.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above name Principal has submitted a Bid for _____ for the City of Tallmadge, Ohio;

NOW THEREFORE, if the Obligee accepts the Bid of the Principal and the Principal fails to enter into a proper Contract in accordance with the Bid and the other contract documents; and in the event the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the Bid and such larger amount for which the Obligee may in good faith Contract with the next lowest bidder to perform the work covered by the Bid; or in the event the Obligee does not award the Contract to the next lowest bidder and resubmits the Project for bidding, the Principal pays to the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the Bid, or the costs, in connection with the resubmission of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the Obligee accepts the Bid of the Principal and the Principal within ten days after the awarding of the Contract enters into a proper Contract in accordance with the Bid and the other contract documents, which said Contract is made a part of this Bond the same as though set forth herein;

NOW ALSO, if the said Principal shall well and faithfully do and perform the things agreed by said Principal to be done and performed according to the terms of said Contract; and shall pay all lawful claims of Subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed

that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said Surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said Contract or in or to the Drawings or Specifications therefor shall in any wise affect the obligations of said Surety on its Bond.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this

_____ day of _____, 20_____.

_____ Principal

By _____

_____ Surety

By _____

Address _____

Phone No. _____

(SEAL)

IMPORTANT - Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

NON-COLLUSION AFFIDAVIT

STATE OF _____)
) SS.
COUNTY OF _____)

Being duly sworn, do depose and say:

that _____
(Insert names of all persons, firms or corporations interested in the bid.)

its agent, officers or employees have not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal; and also that no member of the Council, head of any Department or bureau, or employee therein, or any officer of the City of Tallmadge is directly or indirectly interested therein.

(Signature)

(Title)

Sworn to and subscribed before me this _____ day of _____, 20____

Notary Public in and for the
COUNTY OF _____, STATE OF _____
My commission expires _____, 20____.

THIS AFFIDAVIT MUST BE EXECUTED FOR THE APPLICATION TO BE CONSIDERED.

**STATEMENT OF NON-LIABILITY
FOR DELINQUENT PERSONAL PROPERTY TAXES***

STATE OF OHIO)
)SS:
COUNTY OF _____)

_____, being first duly sworn, says that

(See note below)

at the time of the submission of said bid said affiant was not charged with delinquent personal property taxes on the general tax list of personal property of

(Name of County and State)

(See note below)

Sworn to and subscribed before me this _____ day of _____ 20____.

Notary Public in and for the
COUNTY OF _____ STATE _____

My Commission expires _____

Note:

Where an individual has submitted a bid, the name of the individual should appear here. Where an individual signs for a partnership, the name of the partner signing for the partnership should appear together with the name of the partnership. Where a corporation has submitted a bid, the name of the officer, his position, and the name of the corporation should appear.

*Complete either Statement of Non-Liability or Statement of Liability, but not both.

**STATEMENT OF LIABILITY
FOR DELINQUENT PERSONAL PROPERTY TAXES***

STATE OF OHIO)
)SS:
COUNTY OF _____)

_____, being first duly sworn, says that
(See note below)

he may be awarded a contract by _____
(Name of Subdivision)

after competitive bidding; and that at the time of the submission of said affivant
was charged with delinquent personal property taxes on the general tax list of
personal property of _____.
(Name of County and State)

and that the amount of the due and unpaid delinquent tax is \$ _____
and

that the amount of the due and unpaid penalties and interest is \$ _____.

Sworn to and subscribed before me this _____ day _____ of
20__.

Notary Public in and for the

COUNTY OF _____ STATE OF

My commission expires _____

Note:

Where an individual has submitted a bid, the name of the individual should appear here. Where an individual signs for a partnership, the name of the partner signing for the partnership should appear together with the name of the partnership. Where a corporation has submitted a bid, the name of the officer, his position, and the name of the corporation should appear.

***Complete either Statement of Non-Liability or Statement of Liability, but not both.**

CERTIFICATION OF
DRUG FREE WORKPLACE

BIDDER'S NAME: _____

ADDRESS: _____

CITY, STATE: _____

Project: _____

CERTIFICATION

The undersigned, being a duly authorized agent of the Bidder does certify that the following facts are true:

1. Bidder has published and provided to employees notice that the manufacture, use, possession, or distribution of drugs in the work place is prohibited, as well as a specification of the disciplinary action that may be taken against employees who violate that prohibition.
2. It is the policy of the Bidder that any employee convicted of violating a criminal drug statute occurring in the work place is required to notify the employer of said conviction within five (5) days after such conviction.
3. Bidder has published notice specifying the sanctions for or requiring satisfactory participation in a drug abuse assistance or rehabilitation program by an employee convicted of violating a criminal drug statute occurring in the workplace.
4. Bidder has implemented a program for the distribution of information on drug abuse awareness and the availability of counseling and referral services.

I further certify and understand that the City of Tallmadge, pursuant to Ordinance 142- 1994, can enter into a contract resulting from the competitive bidding process only with those Bidders who provide a drug free workplace by meeting the above requirements.

DATE: _____

Signature: _____

Title: _____

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13

STATE OF OHIO

COUNTY OF _____ ss:

Personally, appeared before me the undersigned, a bidder, a representative of a bidder, a contractor or vendor on behalf of

_____ for a contract for _____
(Name of Business) (Type of Product or Service)

to be let by the City of Tallmadge, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under R.C. Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of the entity if the undersigned as an individual is not the bidder himself or herself:

1. On behalf of the corporation, business trust, estate, individual business owner, partner or owner of partnership or other unincorporated business, shareholder of an association, that all of the following persons, where applicable, are in compliance with R.C. 3517.13.
 - a. each owner of more than twenty percent of a corporation;
 - b. each individual, partnership or other unincorporated business, association, including without limitation, professional associations;
 - c. each shareholder of an association, administrator or executor of any estate and trustee of any trust, or political action committee associated with any of the foregoing;
 - d. each spouse of the above;
 - e. each child seven years of age to seventeen years of age of any of the above;
 - f. any combination of the above.
2. The undersigned further certifies that if awarded a contract as a result of competitive bidding, or request for proposals, he, she or it shall not once the contract is awarded and extending until one year following the conclusion of the contract, make as an individual, one or more campaign contributions totaling in excess of \$1,000 or collectively, contributions totaling in excess of \$2,000 (over a two year period), to the holder of the public office having ultimate responsibility for the award of the contract or to the public officer's campaign committee, including individuals or groups of individuals specified in paragraph 1, above.

Signature _____

Title _____

Sworn to before me, a notary public, and subscribed in my presence this ____ day of _____ 20 ____.

Notary Public _____

My Commission Expires _____

CITY OF TALLMADGE
INDEPENDENT CONTRACTOR ANTI-BIAS DISCLOSURE

1. To the best of your knowledge, do you have any prior relationship(s) with any employee, elected official, or non-elected official of the City of Tallmadge?

<input type="checkbox"/>	Yes
<input type="checkbox"/>	No

2. If you answered yes to question number 1, Please check the appropriate box(es) that describe that relationship(s)

<input type="checkbox"/>	Spouse
<input type="checkbox"/>	Child whether dependent or independent
<input type="checkbox"/>	Parent
<input type="checkbox"/>	Grandparent
<input type="checkbox"/>	Sibling
<input type="checkbox"/>	Aunt/Uncle
<input type="checkbox"/>	In-law
<input type="checkbox"/>	Step-child
<input type="checkbox"/>	Step-parent
<input type="checkbox"/>	Step-grandparent
<input type="checkbox"/>	Step-sibling
<input type="checkbox"/>	Step-aunt/Step-Uncle
<input type="checkbox"/>	Any other person related by blood or marriage and residing in the same household
<input type="checkbox"/>	Prior business relationship or business associate
<input type="checkbox"/>	Friend
<input type="checkbox"/>	Other significant relationship

1. If you answered Other significant relationship in question number 2, please explain below:

2. Please provide below the name(s) of any and all employees of the City of Tallmadge with whom you have any of the above relationships:

I declare (or certify, verify, or state) under penalty of perjury that the foregoing is true and correct.

Print Name

Signature

Date

CITY OF TALLMADGE
CERTIFICATION OF NO PERSONAL INTEREST

Under penalty of perjury, I hereby certify that:

1. I am not a family member of any public official or public servant of the City of Tallmadge; unless otherwise disclosed in writing to all officers and elected officials of the city.
2. I am not a business associate of any public official or public servant of the City of Tallmadge unless otherwise disclosed in writing to all officers and elected officials of the city.
3. No officer, employee or assignee of the undersigned contractor is a family member or a business associate of the City of Tallmadge and has an ownership interest greater than 5% in the contractor's organization.
4. No owner, officer, employee or agent of contractor's organization gave, offered or promised anything of value, including future benefits, to a public servant or public official of the City of Tallmadge, other than the consideration expressly provided for in the contract.

Date: _____

Name of Organization

Signature

Title

OPERS Independent Worker/Contractor Acknowledgment Form Questionnaire

Please answer the questions below to determine if you will be required to complete the attached OPERS Independent Worker/Contractor Acknowledgment Form.

Question 1:

Are you a sole proprietor/independent contractor?

Yes. You are required to complete the attached OPERS Independent Worker/Contractor Acknowledgment Form. If you have less than 5 employees, each employee is also required to complete the form.

No. Please go to Question 2.

Question 2:

Are you a business entity with less than 5 employees?

Yes. You and each of your employees are required to complete the attached OPERS Independent Worker/Contractor Acknowledgment Form.

No. Please sign the statement below.

I have answered the above questions accurately and truthfully. Based on those answers, I will not be completing the OPERS Independent Worker/Contractor Acknowledgment Form .

Signature

Title

Printed Name



INDEPENDENT CONTRACTOR/WORKER ACKNOWLEDGMENT

Ohio Public Employees Retirement System
277 East Town Street, Columbus, Ohio 43215-4642

Employer Outreach: 1-888-400-0965
www.opers.org

This form is to be completed if you are an individual who begins providing personal services to a public employer on or after Jan. 7, 2013 but are not considered by the public employer to be a public employee and will not have contributions made to OPERS. This form must be completed not later than 30 days after you begin providing personal services to the public employer.

STEP 1: Personal Information

Social Security Number

— — —

First Name

MI Last Name

STEP 2: Public Employment Information

Name of Public Employer

Employer Contact

First Name

MI Last Name

Employer Code

Employer Contact Phone Number

— — —

Service Provided to Public Employer

Start Date of Service

Month Day Year

/ /

End Date of Service

Month Day Year

/ /

STEP 3: Acknowledgment

The public employer identified in Step 2 has identified you as an independent contractor or another classification other than a public employee. Ohio law requires that you acknowledge in writing that you have been informed that the public employer identified in Step 2 has classified you as an independent contractor or another classification other than a public employee for the services described in Step 2 and that you have been advised that contributions to OPERS will not be made on your behalf for these services.

If you disagree with the public employer's classification, you may contact OPERS to request a determination as to whether you are a public employee eligible for OPERS contributions for these services. Ohio law provides that a request for a determination must be made within five years after you begin providing personal services to the public employer, unless you are able to demonstrate through medical records to the Board's satisfaction that at the time the five-year period ended, you were physically or mentally incapacitated and unable to request a determination.

By signing this form, you are acknowledging that the public employer for whom you are providing personal services has informed you that you have been classified as an independent contractor or another classification other than a public employee and that no contributions will be remitted to OPERS for the personal services you provide to the public employer. This acknowledgment will remain valid as long as you continue to provide the same services to the same employer with no break in service regardless of whether the initial contract period is extended by any additional agreement of the parties. You also acknowledge that you understand you have the right to request a determination of your eligibility for OPERS membership if you disagree with the public employer's classification.

This form must be retained by the public employer and a copy sent to OPERS. The public employer's failure to retain this acknowledgment may extend your right to request a determination beyond the five years referenced above.

Signature _____ Today's Date / /
Do not print or type name

SECTION III: BID SPECIFICATIONS

WHEREAS, the City of Tallmadge has need for snow removal/melting services under specified terms and conditions for listed locations. Therefore, the City of Tallmadge is now accepting bids. Bids must be submitted on the attached completed forms.

A. SCOPE OF WORK

1. The purpose of this bid and requirement contract that results is to supply snow plowing, removal and salting services at the City of Tallmadge properties of City Hall, Recreation Center and Southeast Avenue properties. The scope of work will vary at each location as detailed in the bid documents.
2. All work performed by the contractor will be subject to inspection by the City of Tallmadge Street, Park and Recreation and/or Service Department and payment will be withheld for any work not complying with the above referenced specs until the deficiencies are corrected. Deficiencies shall be corrected at the sole expense of the contractor.

B. EQUIPMENT AND PERSONNEL SPECIFICATION

Equipment, tools, and personnel to be supplied by the contractor include:

1. The contractor will supply and maintain all the necessary equipment to fulfill the job such as snowplows, front-end loaders, dump trucks, shovels, snow blowers, ice melt, salt, salt spreaders (hand & truck), and safety equipment needed etc.
2. It shall be the sole responsibility of the Contractor performing services for this contract to safeguard their own materials, tools and equipment. The City of Tallmadge shall not assume any responsibility for any damaged materials, tools or equipment.

C. SAFETY AND LIABILITY

1. Contractor is responsible to provide a safe workplace and to comply with OSHA and other federal, state or local health and safety regulations.
2. Contractor shall attest in writing with the submission of the bid that all equipment utilized during this contract is in good and serviceable condition.
3. Contractor shall assume the entire responsibility and liability for all damages or injuries of any kind or nature whatsoever to all persons, whether its employees or otherwise, and to all property growing out of or resulting from the execution of the work provided for in this contract or occurring in connection therewith. Contractor agrees to defend, indemnify, and hold harmless the City of Tallmadge, its agents, employees, and insurers from and against any and all losses and expenses, including court costs and attorney's fees, damages or injuries growing out of or resulting from or occurring in connection with the execution of the work herein provided for; provide, however, that Contractor will not be held liable for loss of life or injury or damage to person or property due to the sole negligence of the City, its agents, or its employees.

4. If any damage is done to the property of others by Contractor, its employees, or agents during the term of this contract, Contractor will repair and restore at its sole cost any such property and correct any damages inflicted thereto, returning it to as good a condition as the property was in before being damaged, in a manner satisfactory to the owner(s) of the property for the damage suffered.

D. EMPLOYEES

1. At all times during the term of this agreement, Snow Removal Company shall employ a sufficient number of employees to perform the work in a timely manner as specified in this document.
2. The Snow Removal Company shall not discriminate against any employee or applicant for employment based on race, religion, color, ancestry, sex, handicap, national origin or disability.
3. No employee of the City shall be employed by the Snow Removal Company.
4. All employees must pass a substance abuse screening and a criminal background check reflecting there are no crimes of moral turpitude or crimes of violence on file.

E. AWARD PROCESS

1. Contracts will be awarded based on the sum of lowest and best bidder for snow removal/ melting services.
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 Tallmadge.
3. A mandatory pre-bid meeting will be held at Tallmadge City Hall, 46 North Avenue on Tuesday, October 9 at 10 a.m.

F. QUESTIONS AND ADDENDA

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.
2. All questions should be directed to:
Linda Poinar
City of Tallmadge Service Department
Email: lpoinar@tallmadge-ohio.org
3. Bidders are expected to and responsible for monitoring the Vendor Registry for all official addenda.
4. Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal or binding.

5. Please be advised that when you submit a bid to the City of Tallmadge, 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. 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 Michael Rorar, Director of Public Service at mrorar@tallmadge-ohio.org 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).
7. If a bidder attempts to alter any of the terms and/or conditions of these bid specifications the City of Tallmadge may reject said bid.
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 Public Service Department copy machine time stamp is the official time used for the deadline of the submission of bids.

H. LOCATIONS

Area 1: City Building Complex - Located at 46 North Ave and 53 Northeast Ave (See Map on page 28)

1. Time of response is of the essence with respect to services performed pursuant to this agreement. Therefore, the contractor shall respond for snow plowing, snow removal and salting services will be performed seven (7) days per week (Sunday through Saturday), between the hours of 4 AM and 6 AM, including holidays.
2. Contractor shall ensure that walkways, parking lots, garage entrances, loading dock areas, and truck entrance gates should be cleared to permit access to the property if snow accumulation of more than 1/2" occurs.
3. Slippery Conditions Anytime: When surfaces are slippery and/or temperatures are at or below freezing, the contractor is responsible for spreading road salt to all parking lots and drives, applying ice melt, which must be spread on sidewalks and walkways by times previously noted.

Area 2: City of Tallmadge Recreation Center - Located at 46 N. Munroe Road (See Map on page 29)

1. Time of response is of the essence with respect to services performed pursuant to this agreement. Therefore, the contractor shall respond for snow plowing, snow removal and salting services will be performed five (5) days per week (Monday through Friday), between the hours of 3 AM and 5 AM. The contractor is responsible for the condition of the lots and walkways until 7AM.

Two (2) days per week (Saturday and Sunday), between the hours of 5 AM and 7 AM.

2. Contractor shall ensure that walkways, parking lots, garage entrances, loading dock areas, and truck entrance gates should be cleared to permit access to the property if snow accumulation of more than 1/2" occurs.
3. Slippery Conditions Anytime: When surfaces are slippery and/or temperatures are at or below freezing, the contractor is responsible for spreading road salt to all parking lots and drives, applying ice melt, which must be spread on sidewalks and walkways by times previously noted.
4. Main Walk D – needs to be treated using either a Calcium Chloride and or a Magnesium Chloride Ice Melt.

Area 3: City of Tallmadge Southwest Ave Property - Located at 12, 16, and 22 Southwest Ave (See Map on page 30)

1. Time of response is of the essence with respect to services performed pursuant to this agreement. Therefore, the contractor shall respond for snow plowing, snow removal and salting services will be performed seven (7) days per week (Sunday through Saturday), between the hours of 7 AM and 8 AM.

The Contractor is responsible to be on standby and return to this property when called by Service Director to keep them free of snow and ice. This request would be required to be filled within 40 minutes of the Service Directors call.

2. Contractor shall ensure that walkways, parking lots, garage entrances, loading dock areas, and truck entrance gates should be cleared to permit access to the property if snow accumulation of more than 2" occurs.
3. Slippery Conditions Anytime: When surfaces are slippery and/or temperatures are at or below freezing, the contractor is responsible for spreading road salt to all parking lots and drives, applying ice melt, which must be spread on sidewalks and walkways by times previously noted.

I. DUTIES and RESPONSIBITES OF SNOW REMOVAL CONTRACTOR

1. Salt or ice melt will not be stored at the District's property.
2. Snow Removal Company shall indemnify and save harmless the City, its officers, agents, employees and representatives from all claims or liabilities of any type or nature to any person, firm, partnership, limited liability company or corporation, including subcontractors, arising in any manner from Snow Removal Company's performance of services covered by this agreement. However, nothing herein shall be construed to make the Snow Removal Company, its agents, employees, representatives or subcontractors liable for negligence on the part of the City.
3. Snow Removal Company shall submit an itemized monthly bill for services rendered.

4. Charges for Services: The contractor will submit a breakout with different line item prices itemized to cover the cost of each service of plowing, shoveling, and snowplowing, salting and de-icing during and after a snowstorm.
5. Approved Areas: Contractor will pile snow in areas approved by the City of Tallmadge. The contractor must also have the ability to move snow off site if they are contacted to do so.
6. Additional Salting & De-icing: As requested by the Street Superintendent, Parks and Rec Manager and or the Service Director the contractor may be asked to provide additional salting and de-icing on grounds. This would be in addition to the normal storm accumulations specifications and should be considered to cover the same areas but only when requested by the Building Manager. This request would be required to be filled within 1 hour of the Building Manager's call.
7. Inspections: Contractor will inspect Property for pre-existing damage and submit a report detailing all pre-existing damage by commencement of contract award.
8. Curb Indicators: Contractor is required to install curb indicators before the first snowfall. Contractor will not submit any charge for curb indicators.
9. Damage: Contractor is required to make arrangements satisfactory to the City of Tallmadge to repair any damage to property and to remove all curb indicators before final payment and/or contract termination/expiration.
10. Emergency Contacts: Contractor shall provide emergency telephone numbers that may be called any time, 24 hours a day, and seven days a week. Contractor will respond within one hour to any call made by building manager for snow removal services

J. TERM

The term of this agreement shall be for the period commencing on November 1, 2018 thru May 1, 2019 and may be renewed for (two) 1-year terms if mutually agreed upon by both the City and the Snow Removal Company. This agreement, however, may be terminated upon the occurrence of any of the following events:

1. Ten (10) days' written notice by either party to the other.
2. A material breach of the agreement by the City or the Snow Removal Company, at the option of the non-breaching party.
3. Upon Snow Removal Company, by and through its owner, officers, employees, agents or servants conducting themselves in an unprofessional, unethical or fraudulent manner, and if, in the opinion of the

City, such conduct discredits the City or is detrimental to the reputation, character and/or standing of the City.

4. Failure, refusal or inability of Snow Removal Company by and through its owner, officers, employees, agents or servants to perform the duties and/or responsibilities required under this agreement.
5. The adjudication of Snow Removal Company as bankrupt, or the appointment of a Receiver for the company's assets, whether voluntarily or involuntarily.
6. Execution by Snow Removal Company of an assignment for the benefit of its creditors.
7. The merger, consolidation or other reorganization of Snow Removal Company pursuant to which Snow Removal Company is not a surviving entity.
8. Sale of all, or substantially all, of the assets of Snow Removal Company.
9. Any other failure or termination of Snow Removal Company as a going business concern, for whatever cause.

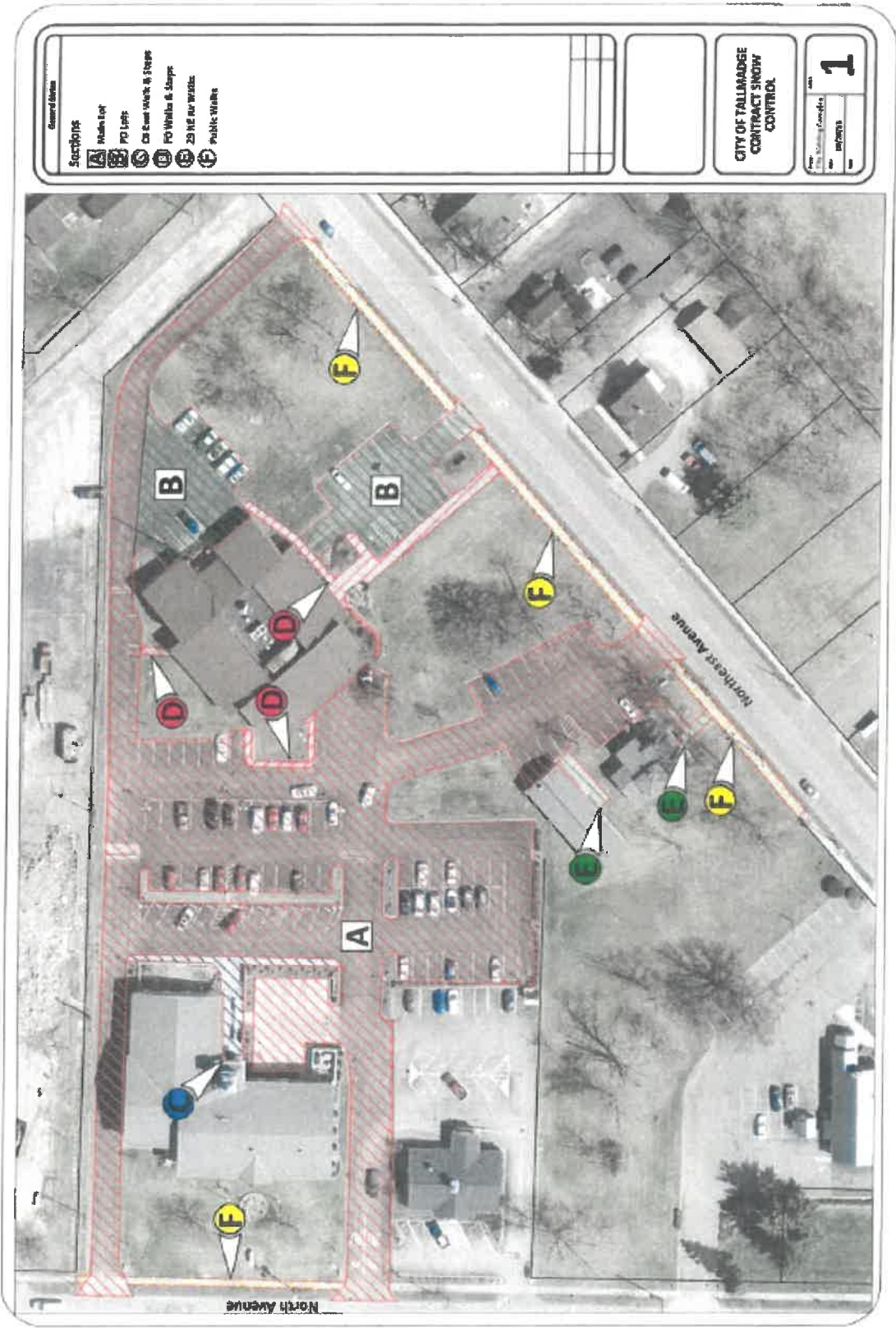
Section IV: PROPOSAL and SIGNATURE PAGE

2018 - 2019 SNOW REMOVAL/MELTING SERVICES PROPOSAL					
Area	Location	Section	Note	Snow Removal Rate per occurrence	Salting/Melting Rate per occurrence
1	City Bldg. - 46 North Av	A	Must be completed between 4 am and 6 am 7 days /week		
		B	Must be completed between 4 am and 6 am 7 days /week		
		C	Must be completed between 4 am and 6 am M-F		
		D	Must be completed between 4 am and 6 am 7 days /week		
		E	Must be completed between 4 am and 6 am M-F		
		F	Must be completed between 4 am and 6 am 7 days /week		
2	Recreation Center - 46 N. Munroe Rd	A	Must be completed between 3 am and 5 am M-F, (5 am to 7 am Sa & Su)		
		B	Must be completed between 3 am and 5 am M-F, (5 am to 7 am Sa & Su)		
		C	Must be completed between 3 am and 5 am M-F, (5 am to 7 am Sa & Su)		
		D	Must be completed between 3 am and 5 am M-F, (5 am to 7 am Sa & Su)		
		E	Must be completed between 4 am and 6 am S-F		
3	12,16,22 Southwest Ave	A	Seven days per week by 8am & as needed		
		F	Seven days per week by 8am & as needed		
			Sub-Totals		
*All items must be completed.					

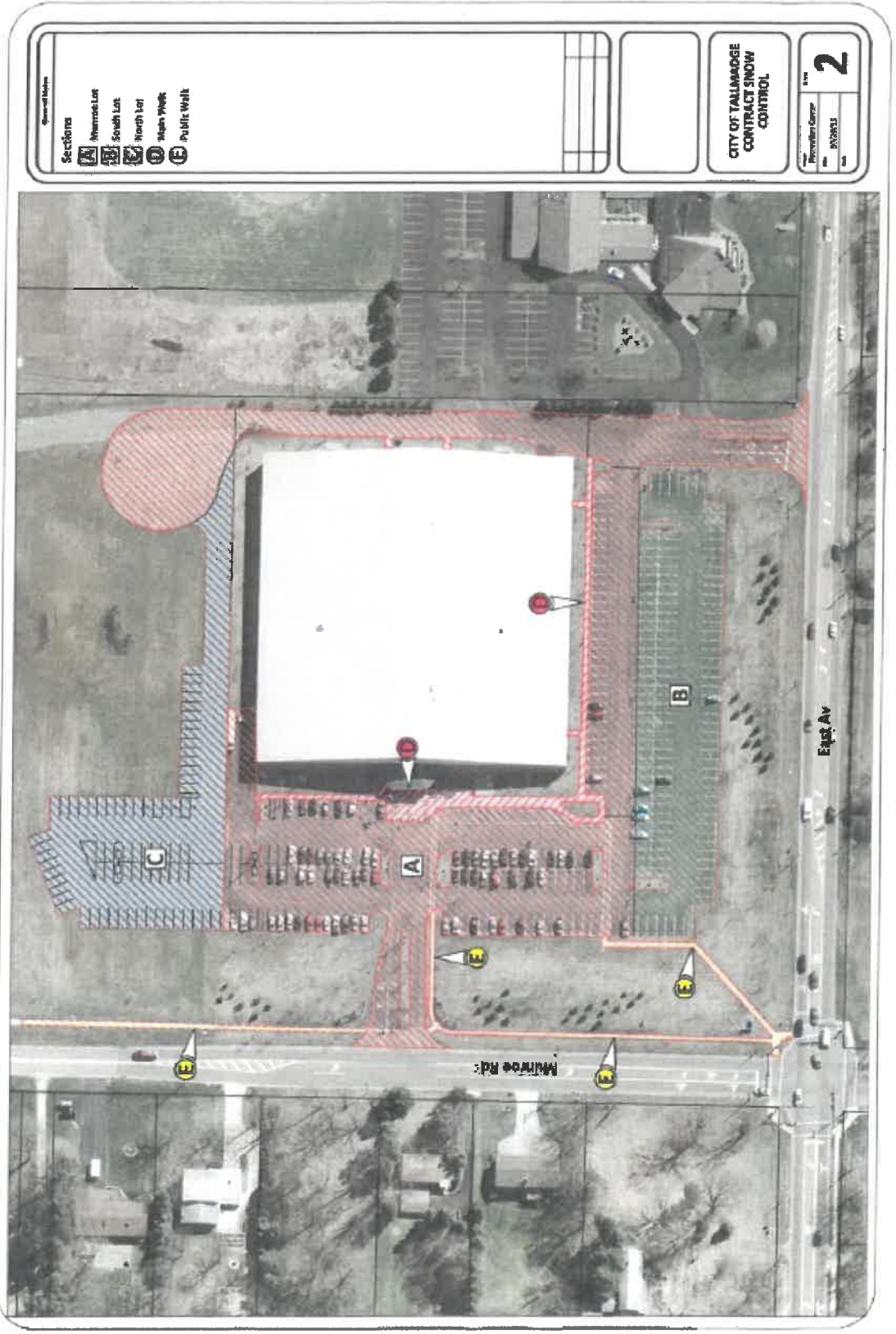
Bid = Sum of Sub-Totals (Total Price per Occurrence) \$ _____

Authorized Signature **Title** **Date**

Section V: LOCATION MAPS

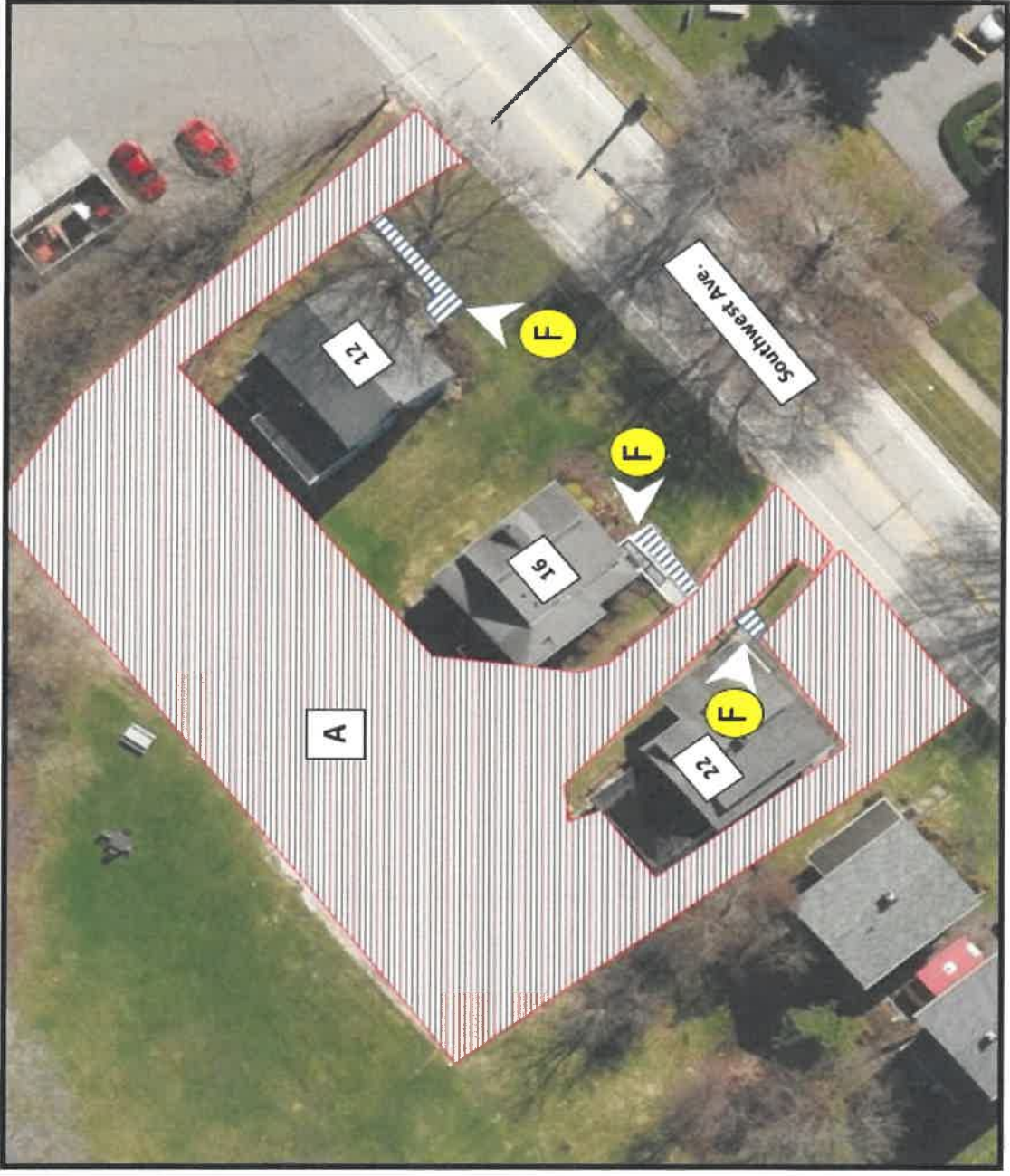


City Building Complex



City of Tallmadge Recreation Center

General Notes																			
Sections	<div style="display: flex; justify-content: space-around;"> <div style="border: 1px solid black; padding: 2px;">Main Lot and Drives</div> <div style="border: 1px solid black; padding: 2px;">Walkways</div> <div style="border: 1px solid black; padding: 2px;">House Number</div> </div>	<table border="1" style="width: 100%; height: 40px;"> <tr><td style="width: 25%;"></td><td style="width: 25%;"></td><td style="width: 25%;"></td><td style="width: 25%;"></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> <tr><td></td><td></td><td></td><td></td></tr> </table>																	
		CITY OF TALLMADGE CONTRACT SNOW CONTROL																	
Southwest Ave Property		3																	
Date: 09/14/2018																			



Section VI: TALLMADGE CODIFIED ORDINANCE

Ordinance 74-2018

Presented by:
Director of Public Service Michael Rorar

AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO ADVERTISE FOR BIDS AND THE MAYOR TO ENTER INTO A CONTRACT FOR SNOW REMOVAL AND SALTING SERVICES FOR CERTAIN CITY PROPERTIES FOR THE PERIOD NOVEMBER 1, 2018, THROUGH MAY 1, 2019, AND PROVIDING FOR IMMEDIATE ENACTMENT

WHEREAS, Council deems it to be in the best interest of the City to contract for snow removal and salting services for certain City properties for a 1-year period with (2) 1-year period renewals; and

WHEREAS, the optional standard of "lowest and best bidder" provides flexibility in awarding contracts under the provisions of Ohio Revised Code 9.312.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF TALLMADGE, COUNTIES OF SUMMIT AND PORTAGE, STATE OF OHIO:

SECTION 1. That the Mayor, acting through the Director of Public Service, be and is hereby authorized and directed to advertise according to law for bids and to contract with the lowest and best bidder upon proper approval by the Board of Control for the snow removal and salting services for certain City properties for period November 1, 2018 through May 1, 2019, all in accordance with plans and specifications now on file in the office of the Director of Public Service, which plans and specifications are hereby specifically approved.

SECTION 2. That such contract shall be awarded under the provisions of Tallmadge Codified Ordinances Section 143.03.

SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after November 28, 1975 that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 4. That this ordinance is necessary to provide for and to accomplish the purposes herein set forth, which are conducive to the health, safety, and welfare of the citizens of Tallmadge. For that reason, provided this ordinance shall receive the affirmative vote of three-fourths of the members of Council and approval by the Mayor, it shall be enacted immediately and shall be of immediate effect.

Passed: 9-13-18


Susan E. Burton, Clerk of Council

MER/jtrc
9/10/18

Filed with the Mayor 9-14-18


Carol A. Kilway, President of Council

Approved:


David G. Kline, Mayor

This 14th day of Sept., 2018