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*OFFICIAL BID PACKAGE*

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Sanitary/Solid Waste Disposal 2012

Bid September 27, 2012

The City of Canton

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# LEGAL NOTICE

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## Ordinance 15-2012

The Director of Public Service of the City of Canton, Ohio will accept sealed bids until 2:00PM, Local Time on **THURSDAY, September 27, 2012**, for the purpose of securing bids for,

### **Sanitary/Solid Waste Disposal 2012**

Submit bid according to the specifications and bid sheet(s) on file and available on the Purchasing department website at <http://cantonohio.gov/purchasing/?pg=665> in the Contract Office/Sixth Floor, Purchasing Department, Canton City Hall Building. The bidder must download and submit the entire Official Bid Package.

Submit all bids to the City of Canton Contract Office, 218 Cleveland Avenue SW, Purchasing Department/ Sixth Floor, Canton, Ohio 44702 before 2:00 p.m. on the day of the bid opening. **THE CITY WILL DISQUALIFY ANY BID NOT RECEIVED IN THE CONTRACT OFFICE ON OR BEFORE 2:00 PM ON THURSDAY, September 27, 2012.**

Each bid must contain the full name of every person or company participating in the bid. A CERTIFIED CHECK, CASHIER'S CHECK or SURETY BOND must accompany the bid. Draw this check or bond from a solvent bank or bonding company satisfactory to the Director of Public Service as a guarantee the contract and its performance properly secured if the bid is accepted.

You the Bidder shall verify the CERTIFIED CHECK, CASHIER'S CHECK or BID BOND for **FIVE HUNDRED (\$500.00) DOLLARS**. PLEASE NOTE. THE CITY OF CANTON WILL ONLY ACCEPT ORIGINAL CHECKS AND BID BONDS. THEREFORE, IF ANY COMPANY AND/OR BIDDER SUBMITS A COPY (INCLUDING FAXED COPIES) OF HIS/HER \$500.00 SECURITY, THE CITY WILL DISQUALIFY YOUR BID.

The Director of Public Service reserves the right to waive any technical defects in any bid bond submitted so long as the bond is in substantial compliance with State Law. Any bidder may withdraw his bid, by written request, at any time prior to the hour set for the bid opening. Please be advised, the City of Canton may impose a \$500.00 penalty to any bidder that withdraws his bid after the bid opening and prior to a contract award(s).

Should any bid be rejected, such check or bond will be returned to the bidder or bidders within ten (10) days after the contract is awarded, and should any bid be accepted, such check or bond will be returned upon execution and securing of contract. Bidders shall be prepared to furnish any information requested regarding return of bond or check.

The Board of Control reserves the right to reject any or all bids and to accept the bid(s) deemed most beneficial to the City of Canton. All companies must submit their Federal ID Number.

BY ORDER OF THE DIRECTOR OF PUBLIC SERVICE WARREN PRICE  
Published in the Canton Repository: September 12 and September 19, 2012



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*PLEASE BE ADVISED THAT THIS CONTRACT WILL BE FOR AN THREE-YEAR PERIOD. BIDDER MUST SUBMIT A STATEMENT DECLARING THE ABILITY TO BEGIN FULL OPERATIONS UPON EXECUTION AND/OR EFFECTIVE DATE OF THE CONTRACT.*

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*THE EFFECTIVE START DATE SHALL BE DETERMINED BY THE CITY OF CANTON CONTRACT OFFICE AND ONLY AFTER THE FULL EXECUTION OF THE CONTRACT.*

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*THE SUCCESSFUL BIDDER WILL BE REQUIRED TO SUBMIT A \$15,000.00 PERFORMANCE BOND. IF AT ANY TIME DURING THIS CONTRACT, THE CONTRACT EXCEEDS \$15,000.00, THE SUCCESSFUL BIDDER WILL BE REQUIRED TO SUBMIT AN ADDITIONAL BOND TO COVER THE ADDITIONAL AMOUNT.*

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*EACH BIDDER MUST SUBMIT AN "AFFIRMATIVE ACTION PLAN" AND/OR "EEO POLICY." BIDDER MUST READ ALL EEO AND MBE REQUIREMENTS*

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*EACH BIDDER MUST HAVE PROPER ZONING/CODE PERMIT AND LICENSES.*

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*EACH BIDDER MUST SUBMIT WORKMEN'S COMPENSATION CERTIFICATE AND CERTIFICATE OF LIABILITY CERTIFICATE.*

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**PLEASE ACKNOWLEDGE THAT YOU HAVE READ THE ABOVE REQUIREMENTS BY SIGNING BELOW.**

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DATE

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SIGNATURE

**-BLANK-**

**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. Below the signature affixed on the Proposal Sheet, a sole proprietorship's owner shall write "sole owner" or "doing business as (name of bidder)".

\_\_\_\_\_ The party bidding is a partnership and the party signing is one of the partners. Below the signature affixed on the proposal sheet, a signatory for a partnership shall write "member of the firm".

\_\_\_\_\_ 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:

**INSERT BID GUARANTY HERE**

If a Bid Bond is supplied, the Ohio Statutory Bid Guaranty and Contract Bond, as set forth in ORC 153.571 is to be used.

**BIDDER INFORMATION**

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, and telephone to whom official notices are to be sent \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

e. Person, address and telephone for further information regarding this proposal. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

h. Working days necessary to complete project \_\_\_\_\_ days

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

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

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.

_____	_____
_____	_____
_____	_____
_____	_____

The undersigned certifies that the bidder has the facilities, ability and financial resources available for the fulfillment of the contract if such be awarded to said bidder.

Upon request, the bidder will be expected to amplify the foregoing statements as necessary to satisfy the OWNER concerning his ability to successfully perform the work in a satisfactory manner.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Contractor

By \_\_\_\_\_  
(Signature of individual, partner or officer signing the proposal.)

**Please have this page Notarized**

**BID FORM 4 NOT NEEDED**

## **Bid Form 5**

### **INSURANCE AFFIDAVIT**

Each bidder shall obtain from its insurance representative and include in the bid submittal an insurance affidavit that contains the representations noted below. Make the affidavit on the insurance agency's letterhead, reference this project by name, and state at least the following:

- (1.) The representative has reviewed and understands the insurance requirements (including the cancellation/non-renewal provisions) set forth in "General Conditions" § 1.14 Insurance.
- (2.) The representative certifies that the company will provide the specified insurance should the contract be awarded to the contractor on whose behalf the certificate is being provided.
- (3.) The names and A.M. Best Company ratings of companies required to provide the required insurance.

**You must have the insurance affidavit notarized.**

#### **"General Conditions" INSURANCE § 1.14**

- A. The following standard indemnity agreement and minimum insurance requirements are incorporated in the Specifications for all work performed by the Contractor for the Owner, its affiliated and associated organizations or subsidiaries, hereinafter referred to as Owner.
  - I. The Contractor agrees to indemnify and save the Owner harmless from and against any and all costs, loss and expense, liability damages, or claims for damages, including cost for defending any action, on account of any injury to persons (including death) or damage to or destruction of property of the Owner, arising or resulting from the work provided for or performed, or from any act, omission, or negligence of the Contractor, Subcontractor and his or their agents or employees. The foregoing provisions shall in no way be deemed released, waived or modified in any respect by reason of any insurance or surety provided by the Contractor.
  - II. The Contractor shall maintain insurance of the kinds and in amounts specified in the attached schedule and furnish the Service Director with Certificates of Insurance as evidence thereof in the prescribed form. If any work provided for or to be performed under any Specifications is sublet (as otherwise permitted by the terms of such Specifications), the Contractor shall require the sub-contractors to maintain and furnish him with satisfactory evidence of Workmen's Compensation, Employers' Liability and such other forms and amounts of insurance which Contractor deems reasonably adequate.

III. In accordance with Item II, the Contractor shall maintain the following insurance:

1. Workmen's Compensation and Employer's Liability

Insurance affording,

(a) protection under the Workmen's Compensation Law in the State of Ohio.

(b) Employer's Liability protection subject to a minimum limit of \$100,000.00.

2. Commercial General Liability Insurance in amounts not less than:

General Aggregate Limit	\$2,000,000.00
Products - Completed Operations Aggregate Limit	\$2,000,000.00
Personal and Advertising Injury Limit	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Fire Damage Limit	\$50,000.00
Medical Expense Limit	\$5,000.00

This insurance shall:

- a. include coverage for the liability assumed by Contractor under Item I (Indemnity);
- b. not to 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;
- c. not be subject to any exclusion of property used by the insured or property in the care, custody or control of the insured or property as to which the insured for any purpose is exercising physical control unless the required Builders Risk or Installation Floater coverage is indicated on the required Certificate of Insurance (Item III.4);
- d. and the Certificates of Insurance furnished by the Contractor shall show by specific reference that each of the foregoing items have been provided for.
- e. **INCLUDE THE CITY OF CANTON, OHIO AND ITS AGENTS, AS ADDITIONAL INSURED FOR PURPOSES OF COVERAGE UNDER THE SUBJECT POLICY.**

3. Comprehensive Automobile Liability Insurance in the following minimum amounts:

Bodily Injury and Property Damage

any one accident or loss:  
\$1,000,000.00

4. The contractor will provide and maintain Installation/Builders Risk

Insurance to protect the interests of both the contractor and the owner for materials transported to the job, stored or installed on the premises, or stored at any temporary location off premises. Such insurance shall be written on an "All Risk" form to include the perils of Fire, Extended Coverage, Vandalism, Malicious Mischief, Theft, Collapse and Water Damage. The amount of Insurance shall be 100% of the insurable value of the work performed. It should include all items of labor and materials incorporated therein, materials in storage, on or off the job site, scheduled for use in completing the work, and such other supplies and equipment incidental to the work as are not owned or rented by the contractor, the cost of which is included in the direct cost of the work. This Insurance shall not cover any tools, derricks, machinery, tar buckets, ladders, engines, workmen's quarters, boilers, pumps, wagons, scaffolds, forms, compressors, shanties or other items owned or rented by the Contractor, the cost of which is not included in the direct cost of the work.

- B. The Certificates of Insurance furnished by the Contractor as evidence of the Insurance maintained by him shall include a clause obligating the Contractor to give the Service Director ten (10) days prior written notice for cancellation or any material change in the insurance.

**-END-**

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**BIDDER'S AFFIDAVIT: NON-COLLUSION STATEMENT**

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

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

\_\_\_\_\_

being first duly sworn, deposes and says that he is \_\_\_\_\_

\_\_\_\_\_

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

of \_\_\_\_\_

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Affiant

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

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

\_\_\_\_\_

\_\_\_\_\_

Notary Public in and for

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

\_\_\_\_\_

My Commission Expires:

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

\_\_\_\_\_

**BIDDER'S AFFIDAVIT: FOREIGN CORPORATION\***

The undersign 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.

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

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**LISTING OF SUBCONTRACTORS**

The Bidder shall set forth the name, location of principal place of business, proposed amount of subcontract and type of work to be performed of each subcontractor who will perform work or labor or render service, as listed, to the bidder in or about the construction of the work or improvement to be performed under the Contract for which the attached Bid is submitted, and where the portion of the work which will be performed by each subcontractor. Note that subcontractors are distinguishable from suppliers.

**Subcontractor** - An individual or entity having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the work at the site.

**Supplier** - A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with CONTRACTOR or with any Subcontractor to furnish materials or equipment to be incorporated in the work by the CONTRACTOR or any Subcontractor.

The Bidder understands that if he fails to specify a subcontractor for any portion of the work to be performed under the Contract, he shall be deemed to have agreed to perform such portion itself.

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# BID FORM 9

PLEASE FILL OUT THIS FORM AND RETURN PROMPTLY TO THE ADDRESS BELOW

## BIDDER AND CONTRACTOR EMPLOYMENT PRACTICES REPORT

Minority Coordinator  
218 Cleveland Avenue SW  
Canton, Ohio 44702

### I. INSTRUCTIONS

- A. **EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT:** This form is designed to provide an evaluation of your policies and practices relating to the extension of equal employment opportunity to all persons without regard to race, religion, color, sex or national origin.

Ordinance No. 179-74 of the City of Canton and the 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.

- B. **CONTRACTOR AND BIDDER PERFORMANCE:** Completion of this Contractor and Bidder Employment Practices Report is one of the steps which demonstrates compliance with the City's Equal Employment Opportunity Program. Responsibility for demonstrating compliance with the Program by the contractor and his subcontractors rests with the contractor or subcontractor. Such demonstration is a prerequisite for continued eligibility for bidding on city contracts, or for continuing in contract with the City.

### II. CONTRACTOR AND BIDDER INFORMATION

1. REPORTING STATUS <input type="checkbox"/> a. Prime Contractor <input type="checkbox"/> b. Prime Subcontractor <input type="checkbox"/> c. Supplier <input type="checkbox"/> 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
5. CONTRACTING CITY AGENCY (OR AGENCIES)
6. SIGNATURE AND TITLE OF AUTHORIZED EQUAL EMPLOYMENT OPPORTUNITY REPRESENTATIVE   DATE

EVALUATION (level blank)

Compliance

Non-Compliance

Follow-up \_\_\_\_\_

### 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 appropriate or applicable letter to the left of each item below. The letters are to be interpreted as follows:

- A - This is now a practice of the Company.
- B - The Company will adopt this policy.
- C - The Company cannot or will not adopt this policy. (If "C" is circled, state reason. Use separate sheet if additional space is needed.)

It is understood that the Company's willingness to participate in the Equal Employment Opportunity Program will be evaluated by the Office of Directors of Contract Compliance. This evaluation will directly influence our decision on the qualifications of each bidder and contractor, and is an integral part of your bid.

CIRCLE ONE	ITEMS	STATE REASON IF (C) IS CIRCLED
A B C	1. The Company will adopt a policy of non-discrimination on the basis of race, religion, color, sex, or national origin with regard to recruitment, hiring, training, upgrading, promotion and discipline of employees or applicants for employment.	
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 state its non-discriminatory policy in writing and communicate it to the following: a. All employees                      d. All relevant employee organizations including labor unions b. All recruitment sources c. All subcontractors	
A B C	4. 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	5. The Company will participate in training programs for the benefit of employees or prospective employees, according to the intent of City Ordinance Number 179-74.	
A B C	6. 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	7. The Company will take steps to integrate any position, departments, or plant locations which have no minority persons including African Americans or are almost completely staffed with one particular ethnic or racial group.	
A B C	8. 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: a. education                      c. tests b. experience                      d. arrest records	
A B C	9. Residence in a particular geographical area will not be a qualifying or disqualifying criterion for employment with the Company.	
A B C	10. The Company will provide that all bargaining agreements with employee organizations, including labor unions, have non-discrimination clauses requiring equal employment opportunity.	

**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.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES								
	TOTAL MALE & FEMALE	MALE	FEMALE	MALE				FEMALE				
				African American	Asian American	Native American	Hispanic	African American	Asian American	Native American	Hispanic	
Officials, Mgrs and Supervisors												
Professionals												
Technicians												
Part-Time Seasonal												
Office and Clerical												
Craftsmen (Skilled)												
Operatives (Semi-skilled)												
Laborers (Unskilled)												
Service Workers												
<b>TOTAL</b>												
Total employment from previous report (if any)												

**REMARKS** Use this space to give any identification data appearing on last report which differs from that given above, explain major changes in employment, changes in composition of reporting units, and other pertinent information.

The undersigned certifies that he is legally authorized by the bidder to make the statements and representations contained in this report. That he has read all of the foregoing statements and representations and that they are true and correct to the best of his 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 Contract Compliance, the bidder will be subject to the loss of all future awards.

FIRM OR CORPORATE NAME \_\_\_\_\_

DATE OF SIGNING \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

**-BLANK-**

**BID FORM 10 NOT NEEDED**

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**MINORITY CONTRACT PROVISIONS: MINORITY BUSINESS ENTERPRISE UTILIZATION COMMITMENT**

A. The Bidder agrees to expend at least \$ \_\_\_\_\_ of the contract if awarded for minority business enterprises. For purposes of this pledge, the term "minority business enterprise" means a business at least 50 percent of which is owned by minority group members or, in case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purposes of the preceding sentence, minority members are citizens of the United States who are African Americans, Spanish-Speaking, Orientals, American Indians, Eskimos, Aleuts or Females. Minority business enterprises may be employed as construction subcontractors or as vendors or suppliers. The Bidder must indicate the minority business enterprises it intends to utilize in this document as follows:

NAME AND ADDRESS OF MINORITY FIRMS	NATURE OF PARTICIPATION	DOLLAR VALUE OF PARTICIPATION
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Bid Amount: \_\_\_\_\_ Total: \_\_\_\_\_

Percentage of Minority Participation \_\_\_\_\_%

- B. The Bidder agrees to furnish implementation reports to indicate the minority business enterprises which it has or intends to utilize. The first report is due five (5) days after notification to the lowest and best bidder. The second report is due at 40% completion.
- C. It is the goal of the City of Canton that at least ten percent (10%) of the total of all contracts be expended for bonafide minority business enterprises.
- D. If the ten percent (10%) minority business utilization cannot be met, a waiver can be granted by the Board of Control upon recommendation of the Director of Public Service and/or Safety. To justify a waiver, it must be shown that every feasible attempt has been made to comply, and it must be demonstrated that sufficient, relevant, qualified minority business enterprises (which can perform subcontracts or furnish supplies) are unavailable in the market area of the project to enable meeting the ten percent (10%) minority business enterprise goal.
- E. Failure to comply with the Minority Business Enterprise Utilization Commitment will not be grounds for the forfeiture of a bid bond so long as a "best effort" approach to comply with such commitment can be demonstrated. If such compliance cannot be obtained, the bidder shall furnish written evidence to justify that he has made "best efforts" to comply with the Minority Business Enterprise Assistance Program. A representative of the City of Canton will monitor and determine whether or not a good faith effort to comply with the Minority Business Enterprise Commitment has been made.
- F. In light of the above, the Board of Control will still award the contract to the lowest and best bidder. Breach of this commitment constitutes breach of the Bidder's contract, if awarded.
- G. The undersigned hereby certifies that he or she has read the terms of the commitment and is authorized to bind the Bidder to the commitment herein set forth.

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Name/Title of Authorized Officer

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Signature of Authorized

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Date

**NOTICE OF FACTORS TO BE CONSIDERED IN DETERMINING  
THE LOWEST AND BEST BID FOR THE CONSTRUCTION OF  
PUBLIC IMPROVEMENTS AND QUESTIONNAIRE IN ACCORDANCE  
WITH CANTON ORDINANCE 86/2009, CHAPTER 105.01**

**NOTICE**

All bidders shall hereby take notice of the factors to be considered by the Board of Control in determining whether a bid is not only the lowest bid, but the best bid. Said factors are contained in Canton Ordinance 86/2009, Chapter 105.01, a copy of which is included in these specifications.

**QUESTIONNAIRE**

**When completing Bid Form #12, please submit your answers, separately, on your company letterhead and attach to Bid Form #12.**

In accordance with Canton Ordinance 86/2009, Chapter 105.01, Section (c), each bidder must complete the following questionnaire. This questionnaire is to be completed in a truthful and responsible manner by the bidder. The City reserves the right to consider the bidder in default for any false or misleading information supplied per this questionnaire. If the bid is made by a corporation, then this questionnaire is to be completed by its properly authorized agent.

1. Please describe the work, supplies and materials covered by the bidder's bid.
2. Please state the identification of all work to be subcontracted. **All subcontractors are also subject to the approval of the Board of Control based on the criteria contained in this section.**
3. Please provide the descriptions of the bidder's experience with projects of comparative size, complexity and cost within recent years, demonstrating the bidder's ability and capacity to perform a substantial portion of the project with its own forces.
4. Please provide documentation from previous, similar projects regarding timeliness of performance, quality of work, extension requests, fines and penalties imposed and payments thereof, liens filed, explanations of the same.
5. Please state the number of years the bidder has been actively engaged as a contractor in the construction industry.

6. Please provide your recent experience record in the construction industry, including the original contract price for each construction job undertaken by the bidder, the amount of any change orders or cost overruns on each job, the reasons for the change orders or cost overruns, and the bidder's record for complying with and meeting completion deadlines on construction projects.
7. Please identify any project(s) within the previous five years that the bidder was determined by a public entity not to be a responsible bidder, the reasons given by the public entity, together with an explanation thereof.
8. Please identify your financial responsibility to assure that the bidder processes adequate resources and availability of credit, the means and ability to procure insurance and acceptable performance bonds required for the project and whether any claims have been made against performance bonds secured by the bidder on other construction projects.
9. Please describe any suspension or revocations of any professional license of any director, officer, owner, or managerial employees of the bidder, to the extent that any work to be performed is within the field of such licensed professional.
10. Please describe any and all OSHA violations within the previous three years, as well as all notices of OSHA citations filed against the bidder in the same three year period, together with an explanation of remediation or other steps taken regarding such violations and notices of violation.
11. Please describe any and all violations within the previous five years pertaining to unlawful intimidation or discrimination against any employee by reason race, creed, color, disability, gender or national origin and/or violations of an employee's civil or labor rights or equal employment opportunities.
12. Please describe any litigation (including copies of pleadings) in which the bidder has been named as a defendant or third party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engages within the previous five years.
13. Please describe any allegations of violations of the prevailing wage law and any other state or federal labor law, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies or unfair practices within the past five years.
14. Please describe any violations of the worker compensation law.

15. Please describe any criminal convictions or criminal indictments, involving the bidder, its officers, directors, owners, and/or managers within the past five years.
16. Please describe any violation within the past five years or pending charges concerning federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations.
17. Please provide documentation that the bidder provides health insurance and pension benefits to its employees.
18. Please state the experience and the continuity of the bidder's work force.
19. Please submit the identity of the bidder's permanent work force that will be employed on the public contract, to include the number of employees (or contract labor) to be assigned to the contract, their city and state of residence, and their job descriptions or trade specialities.
20. Please provide the identity of any temporary work force that will be employed on the public contract, to include the number of employees (or contract labor) to be assigned to the contract, their city and state of residence, and their job descriptions or trade specialities.
21. Please state whether the bidder's work force is drawn mainly from local employees. The number of local employees, as defined in paragraph (a)(3) of Ordinance 86/2009, and their job descriptions or trade specialties that the bidder will employ on the public contract.
22. If the bidder claims that non-local employees (or non-local contract labor) are to be assigned to the public contract instead of local employees, please state in detail the reasons therefore.
23. If the bidder claims that local employees are not intended to be used by the bidder on the public contract because they are not available, qualified or trainable within a reasonable period of time, please state in detail the reasons therefore.
24. State whether the bidder participates in a bona fide apprenticeship program that is approved by the Ohio State Apprenticeship Council and the United States Department of Labor.
25. State whether the bidder has adopted and implemented a comprehensive drug and alcohol testing program for its employees.
26. State whether the bidder's employees are OSHA-10 and/or OSHA-30 certified.

**PERFORMANCE BOND AFFIDAVIT**

Unless Bidder submits, with its bid, a Bid and Contract Bond per ORC. 153.571, Canton may request that the Bidder obtain, from its insurance representative, a performance bond affidavit that contains the representations noted below. The affidavit shall be made on the insurance agency's letterhead, reference this project by name and state at least the following:

- (1) The representative certifies that, should the contract be awarded to the contractor on whose behalf the certificate is being provided, the performance bond specified will be provided.
- (2) The name and A.M. Best Company ratings of companies which are expected to provide the required performance bond.

**THE PERFORMANCE BOND AFFIDAVIT SHALL BE NOTARIZED.**

**AFFIDAVIT**

Now comes \_\_\_\_\_, the duly  
authorized representative of \_\_\_\_\_,  
(name of company)

A bidder in City Project \_\_\_\_\_  
(name of project)

And hereby desposes and states under oath that the \_\_\_\_\_  
(name of bidder's  
\_\_\_\_\_ shall employ all local labor for all work to be  
performed on company)

City Project \_\_\_\_\_

In the event said bidder is awarded the contract for said Project.

\_\_\_\_\_  
Authorized Signature of Company

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

Name of Notary Public \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**-BLANK-**

**CERTIFICATION**

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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## GOVERNMENT BUSINESS AND FUNDING CONTRACTS

In accordance with section 2909.33 of the Ohio Revised Code

### DECLARATION REGARDING MATERIAL ASSISTANCE/NONASSISTANCE TO A TERRORIST ORGANIZATION

This form serves as a declaration by an applicant for a government contract or funding of material assistance/nonassistance to an organization on the U.S. Department of State Terrorist Exclusion List ("TEL"). Please see the Ohio Homeland Security Division Web site for a copy of the TEL.

Any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided. Failure to disclose the provision of material assistance to such an organization or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree.

For the purposes of this declaration, "material support or resources" means currency, payment instruments, other financial securities, funds, transfer of funds, financial services, communications, lodging, training, safe houses, false documentation or identification, communications equipment, facilities, weapons, lethal substances, explosives, personnel, transportation, and other physical assets, except medicine or religious materials.

### COMPLETE THIS SECTION ONLY IF YOU ARE AN INDEPENDENT CONTRACTOR

LAST NAME		FIRST NAME		MI
HOME ADDRESS				
CITY	STATE	ZIP	COUNTY	
HOME PHONE		WORK PHONE		

### COMPLETE THIS SECTION ONLY IF YOU ARE A COMPANY, BUSINESS OR ORGANIZATION

BUSINESS/ORGANIZATION NAME			PHONE	
BUSINESS ADDRESS				
CITY	STATE	ZIP	COUNTY	
BUSINESS/ORGANIZATION REPRESENTATIVE NAME			TITLE	

### DECLARATION

In accordance with section 2909.32 (A)(2)(b) of the Ohio Revised Code

For each question, indicate either "yes," or "no" in the space provided. Responses must be truthful to the best of your knowledge.

- |  |  |
|--|--|
| 1. Are you a member of an organization on the U.S. Department of State Terrorist Exclusion List?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. Have you used any position of prominence you have with any country to persuade others to support an organization on the U.S. Department of State Terrorist Exclusion List?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3. Have you knowingly solicited funds or other things of value for an organization on the U.S. Department of State Terrorist Exclusion List?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4. Have you solicited any individual for membership in an organization on the U.S. Department of State Terrorist Exclusion List?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5. Have you committed an act that you know, or reasonably should have known, affords "material support or resources" to an organization on the U.S. Department of State Terrorist Exclusion List?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6. Have you hired or compensated a person you knew to be a member of an organization on the U.S. Department of State Terrorist Exclusion List, or a person you knew to be engaged in planning, assisting, or carrying out an act of terrorism? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

If an applicant is prohibited from receiving a government contract or funding due to a positive indication on this form, the applicant may request the Ohio Department of Public Safety to review the prohibition. Please see the Ohio Homeland Security Web site for information on how to file a request for review.

### CERTIFICATION

I hereby certify that the answers I have made to all of the questions on this declaration are true to the best of my knowledge. I understand that if this declaration is not completed in its entirety, it will not be processed and I will be automatically disqualified. I understand that I am responsible for the correctness of this declaration. I understand that failure to disclose the provision of material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List, or knowingly making false statements regarding material assistance to such an organization is a felony of the fifth degree. I understand that any answer of "yes" to any question, or the failure to answer "no" to any question on this declaration shall serve as a disclosure that material assistance to an organization identified on the U.S. Department of State Terrorist Exclusion List has been provided by myself or my organization. If I am signing this on behalf of a company, business or organization, I hereby acknowledge that I have the authority to make this certification on behalf of the company, business or organization referenced on page 1 of this declaration.

APPLICANT SIGNATURE <b>X</b>	DATE
---------------------------------	------

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**ALL SEALED BIDS ARE TO BE MAILED AND/OR**

**DELIVERED TO THE FOLLOWING:**

**MR. STEVE HENDERSON**

**CONTRACT OFFICE**

**CANTON CITY HALL BUILDING**

**SIXTH FLOOR**

**218 CLEVELAND AVENUE SW**

**CANTON, OHIO 44702**

**FAILURE TO DO SO COULD RESULT  
IN YOUR BID BEING DISQUALIFIED.**

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PLEASE READ CAREFULLY

PLEASE BE ADVISED THAT BY SUBMITTING YOUR BID(S) TO THE CITY OF CANTON, THE CITY ASSUMES THAT SAID BID(S) HAS BEEN REVIEWED BY AN AUTHORIZED REPRESENTATIVE OF YOUR COMPANY TO ASSURE THAT THE BID(S) IS/ARE CORRECT AND/OR ACCURATE.

ANY BIDDER MAY WITHDRAW THE BID(S), BY WRITTEN REQUEST, AT ANY TIME PRIOR TO THE HOUR SET FOR THE BID OPENING.

IF THERE IS NO WITHDRAWAL OF **THE** BID(S), IN ACCORDANCE WITH **THE ABOVE PROCEDURE**, **THE** CITY RESERVES **THE** RIGHT TO ENFORCE SAID BID PRICE(S) AND/OR CONTRACT.

ALTERNATE OR OPTIONAL BIDS

IF YOU SUBMIT AN ALTERNATE OR OPTIONAL BID THAT MEETS OR EXCEEDS SPECIFICATIONS, SAID BID WILL BE CONSIDERED IN THE EVALUATION AND/OR AWARD. HOWEVER, REMEMBER THAT THE BOARD OF CONTROL RESERVES THE RIGHT TO AWARD THAT BID WHICH IS IN THE BEST INTEREST OF THE CITY.

## **ARTICLES OF INCORPORATION**

**UNLESS THE BIDDER SUBMITS, WITH ITS BID, THE “ARTICLES OF INCORPORATION” SHOWING EXACTLY WHAT NAME YOU ARE INCORPORATED UNDER WITH THE STATE OF OHIO, CANTON MAY REQUEST THE BIDDER PROVIDE THIS INFORMATION.**

**THE ARTICLES OF INCORPORATION ARE THE DOCUMENTS FILED WITH THE STATE (OHIO OR OTHERWISE) CREATING THE CORPORATE ENTITY.**

# **SUPPLEMENTARY GENERAL CONDITIONS**

## **GENERAL CONDITIONS/CANTON INCOME TAX**

Each bidder, by the act of submitting its bid agrees to withhold all City Income Taxes due Or payable under Chapter 181 of the Codified Ordinances of the City of Canton 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 service performed under this contract.

Furthermore, any person, firm, or agency that has a contract, or agreement with the City shall be subject to the City Income Tax whether the work being done is in the City or out of the City. In addition to the tax withheld for employees, the net profit on the contract shall be subject to City Income Tax.

Questions regarding this matter shall be directed to the City of Canton, Income Tax Department at 330-430-7900.

## **GENERAL CONDITIONS**

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. Section 105.03 – U.S. steel usage required; exceptions.
2. Section 105.05 – Materials to be purchased locally.
3. Section 105.12 – Local preference.

Copies of the text of the above noted Ordinance Sections are attached to these bid documents for bidders' review and compliance.

### **105.03 U.S. STEEL USAGE REQUIRED; EXCEPTION.**

All City contracts shall stipulate or provide that all steel necessary in the construction of any work performed under such contracts shall be steel that is produced in the United States unless a specific product which is required is not produced by manufacturers in the United States in which event this prohibition does not apply. This section shall apply to only contracts awarded by the Board of Control of the City. (Ord. 224-77. Passed 6-27-77.)

### **105.04 EMERGENCY CONTRACTUAL PROCEDURES.**

(a) Upon the occurrence of any emergency situation within City government that affects the health, safety and welfare of this City and which requires the immediate attention on the part of the executive members of City government, the appropriate City official, i. e. Mayor, Service Director or Safety Director, a written report shall be submitted to the Clerk of Council with a copy of this report to the Chairman of the Finance Committee and, if applicable, a copy to the chairman of any other committee of Council that normally will be charged with the responsibility of the subject matter of the emergency.

(b) Such written report and copy or copies shall be submitted to Council for the Council agenda for the next succeeding Council meeting, as long as the emergency did not exist seventy-two hours before the preceding meeting.

(c) The written report shall be placed on the Council agenda for the next succeeding Council meeting.

(d) Written reports shall to the extent possible:

- (1) Describe the nature of the emergency;
- (2) Provide the various alternatives being provided to correct the problem;
- (3) Name the appropriate department head charged with the responsibility of coping with the emergency;
- (4) Name contractors or persons who are being considered to undertake the responsibility of dealing with such an emergency;
- (5) Name the contractors or persons who are performing the work necessary to undertake the responsibility of dealing with the emergency;
- (6) Provide the estimate cost for such an undertaking if this information is

available; and

(7) Provide effort and time for the work to be performed by such contractors or persons if available, and other relevant information that is necessary to give Council the full picture and the process being used to determine the resolution of such emergency.

(e) Strict compliance of the foregoing on the part of those who may have to proceed with the remedy or repair of an emergency situation without prior legislative authority will be a substantial consideration on the part of Council in subsequently enacting the legislation to compensate the person who has undertaken such emergency work.

(f) Upon receipt of such written notice, the chairman of the Council committee(s) shall make reasonable efforts to come in contact with the City department director who has assumed the responsibility of coping with such emergency situation.

(g) The Board of Control is directed to notify and invite all contractors to enter their names on a list with the City if they wish to participate in handling work or supplying material for the City on an emergency basis. A copy of the contractors who will participate is to be registered with the Clerk of Council. (Res. 76-76. Passed 3-1-76.)

#### **105.05 MATERIALS TO BE PURCHASED LOCALLY.**

In all future contracts for the construction of buildings, structures, or other improvements under the Capital Improvement Budget, the following clause shall be printed or typewritten on each contract:

It is the desire of the City of Canton that all materials used in the construction covered by this contract shall be purchased in the Canton area except such materials which are unavailable in the Canton area.

(Res. 49-77. Passed 2-7-77.)

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#### **105.06 MINORITY CONTRACT PROVISION.**

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 business enterprises. For purposes of this pledge, the term "minority business enterprise" means a bona fide business at least fifty percent (50%) of which is owned by minority group members or, in the case of publicly-owned business, at least fifty-one percent (51%) of the stock of which is owned by minority group members. For the purposes of the preceding sentence,

"minority group members" means citizens of the United States who are either Negroes, Spanish-speaking, Orientals, American Indians, Eskimos, Aleuts or female. Minority business enterprises may be employed as construction subcontractors or as vendors or suppliers. The bidder must indicate the minority business enterprises it intends to utilize in this document as follows:

(Ord. 331-80. Passed 11-10-80.)

**105.07 GRANT AND LOAN APPLICANT REQUIREMENTS.**

(a) No person, partnership, corporation and/or unincorporated association shall be eligible to receive any grant, loan from Community Development funds or tax incentive, whether administered directly by the Department of Development or indirectly through a program administered by a non-profit agency on behalf of the City, unless the applicant is paid in full or is current and not otherwise delinquent in the payment of any of the following:

(1) Any outstanding judgments, liens, grant or delinquent loan obligations owed to the City of Canton, any other municipality, township, county, state or federal governmental entity;

(2) Utility bills for water, sewer and sanitation services owed to the City of Canton;

(3) Income taxes (to include mandatory wage withholding by employers) owed to the City of Canton, any other municipality, township, county, state or federal governmental entity;

(4) Real estate taxes and assessments on any properties owned by the applicant;

(5) Personal property taxes owed to the Stark County Auditor and/or State of Ohio; or

(6) Any outstanding loans, grants, subsidies or other entitlements received from any federal or state funded Housing and Community Development program.

(b) The applicant shall be required to provide to the City of Canton a notarized statement averring that the applicant is paid in full or is current and not otherwise delinquent in the payment of the obligations listed in subsections (a) (1 - 6).

(c) Falsification of such statement shall result in cancellation of any grant or loan received, and the applicant shall be required to refund any grant or loan funds received.

(d) Council may waive or modify the requirements of this section as applied to a particular applicant if in the interest of justice, and upon consideration of the surrounding

circumstances, such waiver or modification is deemed reasonably necessary by Council.

(e) Under any Community Development program in which the combined household income of all members is calculated for the purpose of determining income eligibility of the applicant, no applicant shall be eligible to receive any grant or loan from the Department of Development if any coapplicant or other member of the same household is delinquent in the payment of any of the categories listed in subsection (a) hereof.

(f) Notwithstanding the above, this section shall not apply to any individual, partnership, corporation or incorporated association seeking assistance under a HOME Repair or Emergency Shelter program grant, at the time of the application.

(g) No partnership, corporation or unincorporated association which has as one of its partners, shareholders or owners, any person who is a twenty percent (20%) or greater equity owner in such partnership, corporation or unincorporated association and who is delinquent in any of the categories listed in subsection (a) hereof, shall be eligible for the award of any grant or loan. No person who is a twenty percent (20%) or greater equity owner in any partnership, corporation or unincorporated association which is delinquent in any of the items listed in subsection (a) hereof shall be eligible for the award of any grant or loan.

(h) The Department of Development and any other department which may hereinafter or presently administer the awarding of grants and loans to applicants under any program shall establish guidelines and screen applicants consistent with the foregoing requirements. All City Departments shall comply with the requests of the Department of Development and any other department for information which are made pursuant to this section.

(i) The Department of Development, for programs within its administration and authority, may waive or modify the requirements of this section, under appropriate surrounding circumstances, where a strict interpretation of this section would not further the established goals of the Department.

(Ord. 205-2010. Passed 11-8-10.)

#### **105.08 CAPITAL IMPROVEMENT PROJECTS. (REPEALED)**

EDITOR'S NOTE: Former Section [105.08](#) was repealed by Ordinance 86-2009.

#### **105.09 NOTICE AND BIDDING REQUIRED, WHEN.**

Contracts for the purchase of material, equipment, supplies or services, other than professional or personal services as defined in Section [105.10](#), which are purchased, leased or

constructed at a cost in excess of twenty thousand dollars (\$20,000), and which require bidding pursuant to Ohio R.C. 735.05 through 735.09, and 737.03, shall first be approved by Council, and the contract shall be made with the lowest and best bidder after advertisement for not less than two or more than four consecutive weeks in a newspaper of general circulation within the City.

(Ord. 224-89. Passed 10-2-89; Ord. 52-99. Passed 3-29-99; Ord. 240-2005. Passed 11-21-05.)

#### **105.10 PROFESSIONAL OR PERSONAL SERVICES CONTRACTS.**

All professional or personal service contracts entered into by any official on behalf of the City shall first be approved and authorized by Council where the contract exceeds fifteen thousand dollars (\$15,000). A professional service or personal service supplier shall be defined as an individual who possesses professional expertise or a specialized skill in the service area, which expertise or skill may vary from one supplier to another. Professional or personal services shall include, but not be limited, to the following: legal, medical, psychological, counseling, accounting, auditing, engineering, architectural, insurance and banking services. A professional or personal service contract shall be considered as one contract where a review of the nature, scope and objective, as well as the interrelationship of time and purpose of the services to be provided under the contract, evidences the undertaking of a single project.

(Ord. 224-89. Passed 10-2-89; Ord. 52-99. Passed 3-29-99.)

#### **105.11 STATE COOPERATIVE PURCHASING WITH ADMINISTRATIVE SERVICES.**

(a) The City hereby requests authority pursuant to Ohio R.C. 125.04 to participate in State contracts which the Department of Administrative Services, Office of State Purchasing, has entered into for the purchase of supplies, services, equipment and certain materials.

(b) The City hereby agrees to all contract terms and conditions which the Department of Administrative Services, Office of State Purchasing, may prescribe. Such terms and conditions may include a reasonable fee to cover the administrative costs which the Department may incur as a result of the City's participation in contracts.

(c) The Director of Public Service and the Director of Public Safety are hereby authorized to act as the City's authorized agents for the purpose of executing contracts pursuant to the Cooperative Purchasing Act and the City agrees to directly pay vendors under such State contracts in which it participates for items received pursuant to contracts under this program. (Ord. 9-92. Passed 1-27-92.)

(d) The Director of Public Service and the Director of Public Safety may purchase

supplies or services from another party, including another political subdivision, instead of through participation in contracts described in subsection (c) hereof if the Director can purchase those supplies or services from the other party upon equivalent terms, conditions, and specifications but at a lower price than the Director can through the Cooperative Purchasing Act. Purchases that a Director makes under this section are exempt from any competitive selection procedures otherwise required by law. A Director who makes any purchase under this section shall maintain sufficient information regarding the purchase to verify that the City satisfied the conditions for making a purchasing under this section.

(Ord. 52-99. Passed 3-29-99.)

### **105.12 LOCAL BIDDER PREFERENCE.**

(a) The Board of Control, in determining the lowest and best bidder in the award of contracts, is authorized to award contracts to local bidders as hereinafter defined, whose bid is not more than ten percent (10%) higher, subject to a maximum amount of one hundred thousand dollars (\$100,000.00), than the lowest dollar bid submitted by non-local bidders, provided that the project bid does not exceed ten percent (10%) of the engineer's estimate. The Board of Control's decision in making such an award shall be final.

(Ord. 86-2009. Passed 5-18-09.)

(b) For purposes of this section, "local bidder" means an individual or business entity which at the time of the award of the contract:

- (1) Is a resident of the City and/or has its principal place of business in the City; and
- (2) Which has filed a City of Canton "Resident" Income Tax Return for the past two tax years.

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

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

(Ord. 112-97. Passed 6-2-97.)

(d) This section shall be applicable to all contracts for the purchase of material, equipment, supplies or services, which are purchased, leased or constructed at a cost in excess of twenty thousand dollars (\$20,000) and which require bidding pursuant to Ohio R.C. 735.05

through 735.09 and Ohio R.C. 737.03.

(Ord. 112-97. Passed 6-2-97; Ord. 52-99. Passed 3-29-99; Ord. 240-2005. Passed 11-21-05.)

### **105.13 STATE COOPERATIVE PURCHASING WITH ODOT.**

(a) The City hereby requests authority pursuant to Ohio R.C. 5513.01 to participate in State contracts which the Ohio Department of Transportation has entered into for the purchase of supplies, services, equipment and certain materials without competitive bidding.

(b) The City hereby agrees to all contract terms and conditions which the Ohio Department of Transportation may prescribe. Such terms and conditions may include a reasonable fee to cover the administrative costs which the Ohio Department of Transportation may incur as a result of the City's participation in contracts.

(c) The Director of Public Service and the Director of Public Safety are hereby authorized to act as the City's authorized agents for the purpose of executing contracts pursuant to the Cooperative Purchasing Act and the City agrees to directly pay vendors under such State contracts in which it participates for items received pursuant to contracts under this program. (Ord. 175-93. Passed 9-13-93.)

(d) The Director of Public Service and the Director of Public Safety may purchase supplies or services from another party, including another political subdivision, instead of through participation in contracts described in subsection (c) hereof if the Director can purchase those supplies or services from the other party upon equivalent terms, conditions and specifications but at a lower price than the Director can through the Cooperative Purchasing Act. Purchases that a Director makes under this section are exempt from any competitive selection procedures otherwise required by law. A Director who makes any purchase under this section shall maintain sufficient information regarding the purchase to verify that the City satisfied the conditions of making a purchase under this section.

(Ord. 52-99. Passed 3-29-99.)

### **105.14 CHANGE ORDERS TO CONTRACTS.**

(a) Change orders are amendments to contracts to provide for alterations or modifications of the scope and/or cost of the original contract. A proposed amendment to a contract which is outside the general scope of the original contract does not constitute a change order, but is rather a proposal for a new and separate contract which requires independent contractual authority and bidding, if applicable.

(b) The Director of Public Service and the Director of Public Safety are hereby authorized, without approval of Council, to approve and enter into change orders which do not in the aggregate exceed:

- (1) Ten percent (10%) of the total authorized original contract price; or
- (2) \$100,000.00, whichever is less.

This authority is subject to the availability of funding. Change orders shall additionally require approval of the Board of Control.

(c) Change orders in excess of the aggregate amounts set forth in subsection (b) hereof shall require approval of Council. The above stated limitations may be amended by Council in any legislation providing for any contract or in any subsequent amending ordinance. (Ord. 31-2000. Passed 2-14-00.)

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## **CITY OF CANTON, OHIO**

### **SPECIFICATIONS FOR SANITARY DISPOSAL**

#### **I. GENERAL SCOPE:**

The following are the specifications for providing a Sanitary Disposal Site to the City of Canton with a guaranteed cost for a contract period of three (3) years.

The City reserves the right to cancel this contract upon thirty (30) days written notice if a more cost efficient alternative waste disposal method becomes available.

The City is interested in receiving bids from all Sanitary Landfill and/or transfer station operations which the Ohio Environmental Protection Agency has approved and licensed.

The City presently collects all Solid Waste generated by 35,000 residential units in the City of Canton. The City will have a need to dispose in an environmentally sound manner approximately 200 tons per day (TPD), five (5) days per week, between the hours of 6:00 A.M. AND 5:00 P.M. The Sanitation Department will work approximately six (6) Saturdays per year. Therefore, the successful bidder (s) will, with proper notice, provide disposal service on those selected Saturdays. Saturday hours will be from 6:00 A.M. to 2:00 P.M.

#### **II. BIDDER QUALIFICATIONS:**

In order to qualify for the award of this contract, bidders shall meet the following minimum requirements:

1. Experience in operating a similar disposal facility for other governmental entities and/or equivalent experience in operating a private disposal facility which is satisfactory to the Board of Control of the City of Canton.
2. Financial resources which in the opinion of the Board of Control are adequate to insure full and proper performance of the contract.
3. Ability to begin full operations upon execution of the contract.

All bidders shall submit, with the sealed bid, the following information, which documents their ability to meet the minimum requirements.

1. An affidavit that shows (a) experience in operating a Sanitary Landfill and/or transfer station in/for another governmental entity for a minimum of 20,000 population and/or (b) experience in operating a similar or equivalent disposal facility citing the number of years and locations of each such activity.
2. A certified statement will be required by each bidder that you will be able to execute a contract(s) within ten (10) days of notice of award(s).
3. Literature, brochures, letters of recommendation, etc. , which describe the firm's operations and other such material that may be useful in determining the bidder's operating experience and reputation for quality.
4. The lowest and/or best bidder may be required to submit a current financial statement, not older than one (1) year since the close of the accounting period, which is certified by a Certified Public Accountant.

**III. SINGLE ROUTE PREFERENCE:**

Bidder shall not mandate any additional voluntary or mandatory requirements for refuse pick-up upon the City of Canton and/or its' customers for purposes of achieving or maintaining a single route pick-up system. The City, in its' discretion, may establish a separate route for Fall leaf pick-up. In the event the City determines to conduct a leaf pick-up program, such decision shall not have any bearing on the City's preference for a single co-mingled sanitation route or routes.

**IV. EQUIPMENT TO BE USED:**

Each bidder shall submit, with the bid proposal, a list of all equipment to be used in the performance of the proposed contract. Such equipment shall be of a standard heavy-duty type and in such condition that the schedule for disposal can be properly maintained. Breakdown or faulty equipment shall not be sufficient reason for deviating from the schedule. The contractor shall use the equipment identified in the proposal at all times during the performance of the contract and shall promptly acquire and use such additional equipment that performance of the contract shall from time to time require.

The minimum equipment required for this contract shall be that which is necessary to sufficiently compact, transfer, cover over and/or recycle 200 TPD.

**V. SANITARY LANDFILL:**

All proposed sanitary disposal sites and/or transfer stations shall be environmentally sound and properly licensed where required by law and meet the minimum requirements of the City of Canton as determined by the Director of Public Service.

All disposal sites and/or transfer stations shall have and maintain an all-weather access road from the nearest public road to the point of dumping at the disposal site. Please note that the successful bidder will also be responsible for having this access road free from road hazards, such as heavy metals, iron, etc., that may cause any type of damage to tires. The successful bidder shall bear the responsibility of any City equipment breakdown or loss time, which is directly caused by landfill site/transfer station site conditions regardless of weather conditions.

Any such determinations shall be made by the Director of Public Service. All such determinations shall be final notwithstanding the bidder's right to legal redress.

The City will give preference to bidders who permit the City to dispose of its' waste at a facility located within Stark County.

**VI. TIP FEES - GOVERNMENT FEES:**

Bidder must submit all government imposed tipping fees on a per ton basis. Bidder must also stipulate whether the fees are In-District or Out-of-District fees. Include the basis for any known future increase or decrease.

**VII. CONTACT WITH THE DIRECTOR OF PUBLIC SERVICE:**

The successful bidder shall designate a local contact person who will communicate with the Director of Public Service and other authorized agents of the City of Canton during the period of the contract.

**VIII. EMPLOYER REQUIREMENTS:**

The contractor (s) shall, at its own cost, secure Workmen's Compensation insurance for the benefit of each of the persons employed by it in the performance of the contract and keep said insurance in effect during the term of the contract. A copy of said certificate shall be submitted to the office of the Director of Public Service by the successful bidder(s).

**IX. WORK STOPPAGES:**

There shall be no interruptions or impeding of work, work stoppages, strikes, or other interferences with service during the life of the contract. Any such occurrence shall be deemed a failure of performance and subject to the provisions indicated herein.

**X. PERFORMANCE BOND:**

The successful bidder (s) will be required to furnish a performance bond as a guarantee of good faith, to execute the work in strict accordance with the plans, specifications and terms of the contract. Said bond will be for coverage in the amount of \$15,000, and in the event of the disposal site and its operation are not available for a period of thirty-six (36) hours, said bond will be forfeited to the City of Canton.

**XI. INDEMNITY AND INSURANCE:**

The contractor(s) shall indemnify and save harmless the City of Canton and all of its executives, representatives, officers, agents, employees, successors and assigns, jointly and severally of and from all manner of losses, suits, actions, payments, costs, charges, damages, judgments or claims and demand of any character, name or description brought on account of any injuries or damages received or sustained by any person, persons or property, by reason of any act, omission, neglect, or misconduct of said contractor(s), his agent or employees in the execution of this contract. The contractor(s) shall furnish the proper certificate of insurance coverage to the City of Canton.

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

I. The Contractor agrees to indemnify and save the Owner harmless from and against any and all costs, loss and expense, liability damages, or claims for damages, including cost for defending any action, on account of any injury to persons (including death) or damage to or destruction of property of the Owner, arising or resulting from the work provided for or performed, or from any act, omission, or negligence of the Contractor, Subcontractor and his or their agents or employees. The foregoing provisions shall in no way be deemed released, waived or modified in any respect by reason of any insurance or surety provided by the Contractor.

II. The Contractor shall maintain insurance of the kinds and in amounts specified in the attached schedule and furnish the Service Director with Certificates of Insurance as evidence thereof in the prescribed form. If any work provided for or to be performed under any Specifications is sublet (as otherwise permitted by the terms of such Specifications), the Contractor shall require the sub-contractors to maintain and furnish him with satisfactory evidence of Workmen's Compensation, Employers' Liability and such other forms and amounts of insurance which Contractor deems reasonable adequate.

III. In accordance with Item II, the Contractor shall maintain the following insurance:

1. Workmen's Compensation and Employer's Liability Insurance affording,

(a) protection under the Workmen's Compensation Law in the State of Ohio.

(b) Employer's Liability protection subject to a minimum limit of \$100,000.

2. Commercial General Liability Insurance in amounts not less than:

General Aggregate Limit	\$2,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit	\$50,000
Medical Expense Limit	\$ 5,000

This insurance shall:

(a) include coverage for the liability assumed by Contractor under Item I (Indemnity);

(b) 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;

(c) and the Certificates of Insurance furnished by the Contractor shall show by specific reference that each of the foregoing items have been provided for.

(d) **INCLUDE THE CITY OF CANTON, OHIO AS AN ADDITIONAL INSURED FOR PURPOSE OF COVERAGE UNDER THE SUBJECT POLICY.**

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

B. The Certificates of Insurance furnished by the Contractor as evidence of the Insurance maintained by him shall include a clause obligating the Insurer to give the Service Director ten (10) days prior written notice for cancellation of any material change in the insurance.

**XII. PERMITS AND LICENSES:**

All requirements of Federal, State and City of Canton laws and deregulations pertinent to the transfer, transport and disposal of Solid Waste must be complied with. The contractor(s), at his own expense, must procure and keep in force during the entire period of the contract, all permits and licenses required by such laws and regulations, including an Ohio Environmental Protection Agency Permit pursuant to the regulations in effect as of July 1, 2000.

**All bidders shall submit with the bid proposal all pertinent licenses and permits.**

**XIII. COMPLIANCE WITH LAWS:**

The contractor(s) shall, at all times, comply with all applicable laws, rules, regulations and orders of the Federal Government, the State of Ohio and the City of Canton. In addition, all disposal sites and/or transfer stations shall be in compliance with any local zoning requirements. Accordingly, all bidders shall submit, with the bid proposal, documentation of their ability to meet the local zoning requirements. **Such documentation shall include a copy of the appropriate zoning code for the location of the disposal site and/or transfer station.**

**XIV. PAYMENTS AND PENALTIES:**

For every verified failure of the contractor's performance, the Director of Public Service shall deduct an amount from payments which represents the cost to the City of said failure. All penalties shall be itemized and deducted from the City of Canton's payment following any such failure. All monies due the contractor, minus any penalties, shall be paid by the City on a date negotiated and stipulated in the contract.

**XV. ASSIGNMENT OF CONTRACT:**

The contractor (s) shall not assign, transfer, convey or otherwise dispose of the contract or any part therein or its right, title or interest therein or its power to execute the same to any other person, company or corporation without the previous consent, in writing, of the Director of Public Service. If the Contractor is a corporation, the sale of its corporate stock shall not be a transfer of this contract.

Should the contractor(s) violate any portion of this section, the Director of Public Service may, at his discretion, cancel the contract; and all rights, title and interest of the contractor(s) shall therein cease and terminate and the contractor (s) shall be declared in default.

The contractor (s), in accepting the contract, agrees that the City shall not be liable to prosecution for damages in the event that the Director of Public Service declares the contractor (s) in default hereunder.

**XVI. AWARD OF CONTRACT:**

**IN ITS' DISCRETION, THE BOARD OF CONTROL RESERVES AN ABSOLUTE RIGHT TO REJECT ANY AND ALL PROPOSALS SUBMITTED.** The Board of Control shall award the contract to the best and lowest bidder (s). **In addition to the bid cost, the bids shall be evaluated on the basis of (a) mileage to the facility and (b) the time needed for each trip and all associated costs therein.**

A. The Board of Control reserves the option to award this contract based on a combination of rates, i.e., flat monthly rate, cubic yard, per ton and/or per truck load.

As promptly as possible after the receipt of bids, the City will notify the successful bidder (s), in order that the contract can be promptly executed. Immediately after the notice of award, the contractor (s) shall begin planning in conjunction with the Director of Public Service and/or his designee to insure fulfillment of all obligations.

**XVII. MISCELLANEOUS PROVISIONS:**

It shall be the responsibility of bidders to thoroughly familiarize themselves with the provisions of these specifications. The agreement with the successful bidder(s) will be drawn by the Director of Public Service and the City Law Director and may contain such other provisions as are deemed necessary to protect the City's interest herein.

Contractor(s) must agree to abide by the rules and regulations as prescribed herein and as prescribed by the Director of Public Service. Should any questions arise as to the terms and conditions of this specification, the decision of the City Law Director shall be final.

Bid(s) may be determined to be non-responsive where bidder attempts to alter any of the terms and/or conditions of these bid specifications.

**XVIII. TERM OF CONTRACT:**

The City of Canton Board of Control will award a contract for a three-year period.

1. **Each bidder must submit a proposal indicating the guaranteed cost for the three year contract term.**

2. **EMERGENCY DISPOSAL:**

It shall be the responsibility of the successful bidder to provide for emergency disposal of Solid Wastes in the event that the City is unable to deliver wastes due to adverse weather. This shall be accomplished by providing a full operating day on the Saturday of the week of the shutdown at no additional cost.

**XIX. TERMINATION OF CONTRACT:**

It is the intent of the City of Canton that the disposal of its Solid Waste be of the highest quality. In keeping with this intent, the Director of Public Service shall have the right to reject the character of service and require that undesirable practices be discontinued or remedied.

In the event that the contractor (s) shall fail to perform, keep and/or observe any of the terms, contents and conditions of the contract, the Director of Public Service shall give written notice of such failure to the contractor. Failure of the contractor (s), to take appropriate action within thirty (30) days, shall result in cancellation of the contract and all rights, title and interest of the contractor hereunder shall terminate.

The City of Canton reserves the right to terminate any contract if and when the Director of Public Service determines that a more cost efficient method of waste disposal becomes available to the City of Canton. The City shall provide to the contractor (s), thirty (30) days written notice of its intent to terminate the contract. Said notice shall indicate the specific reason (s) for termination, including the difference in cost. The contractor (s) shall be entitled to notify the City of its intent to decrease the contract cost of disposal. Whereupon the Board of Control may authorize and approve such a reduction. The contractor(s) in accepting this contract, agrees that the City of Canton shall not be liable to prosecution for damages in the event the contract is terminated.

**XX. ALTERNATE OR OPTIONAL BIDS:**

These specifications have been reviewed by the Director of Public Service and in his opinion, they are valid and competitive. If in any bidder's judgment, any or all of the specifications listed herein favor one competitor over another, or that an alternative proposal for disposing of Canton's Solid Waste meets or exceeds these specifications, then they should proceed as follows:

Submit a letter to the Board of Control, clearly outlining the area or areas where competition is not complete. Enclose same with an alternate bid proposal which will achieve the same purpose of disposing Canton's Solid Waste in an environmentally sound manner.

Any alternate or optional bid that meets or exceeds specifications will be considered by the Board of Control in the bid tabulation and evaluation.

The purpose of this statement is to offer equal competition and for the City of Canton to be furnished disposal of its Solid Waste in the most beneficial method available. **THIS IS NOT TO SUGGEST A QUALITY OR STANDARD WHICH IS INFERIOR TO THAT OUTLINED IN THE ATTACHED SPECIFICATIONS.**

**PLEASE CONTACT MR. EMERICK, SANITATION SUPERINTENDENT, AT 330-489-3020 IF YOU HAVE ANY QUESTIONS OR NEED CLARIFICATION(S) REGARDING THESE SPECIFICATIONS.**

**BID PROPOSAL  
SANITARY LANDFILL/TRANSFER STATION**

The following information shall be answered by ALL bidders. Please answer the questions as they relate to your operation of either a Sanitary Landfill and/or Transfer Station.

1. All bidders are to submit a proposal for a three (3) year contract period. Can our company comply? YES \_\_\_\_\_ NO \_\_\_\_\_
  
2. Please state the location of your disposal site(s): \_\_\_\_\_  
3. Acreage available:  
4. Distances:  
A. Distance by improved road to disposal site, transfer station, (in miles to the nearest tenth of a mile) from the Sanitation Department located at 2436 - 30th Street N.E.  
\_\_\_\_\_ .  
B. Approximate one-way time to drive to the site from the Sanitation Department: minutes. \_\_\_\_\_
  
5. How many years' experience have you had in operating this particular site: years. \_\_\_\_\_
  
6. Is this site now in operation? YES \_\_\_\_\_ NO \_\_\_\_\_
  
7. Years of Experience:  
A. How many years' experience have you had in operating a sanitary landfill: years. \_\_\_\_\_  
B. How many years' experience have you had in operating a transfer station: years. \_\_\_\_\_
  
8. Have you contracted with other governmental entities for disposal operations? YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, list the Cities, contact person and phone number whom we may contact:

CITY \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_ PHONE # \_\_\_\_\_

CITY \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_ PHONE # \_\_\_\_\_

CITY \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_ PHONE # \_\_\_\_\_

9. Is your operation currently licensed by the Ohio Environmental Protection Agency?  
YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, what is the term of your license? \_\_\_\_\_

A copy of the permit is attached:

YES \_\_\_\_\_ NO \_\_\_\_\_

If no, explain why. \_\_\_\_\_

10. Have you ever been cited by a Local or State Agency?  
YES \_\_\_\_\_ NO \_\_\_\_\_

If yes, please provide a statement of the reasons(s) for the citation and its' outcome.

11. Has your license ever been suspended or revoked:  
YES \_\_\_\_\_ NO \_\_\_\_\_

12. List all the equipment necessary to perform the obligations of the contract:

DESCRIPTION:

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13. Have you provided a Bid Bond, Certified Check or Cashier's Check?  
YES \_\_\_\_\_ NO \_\_\_\_\_

14. Have you provided a copy of the certificate of Indemnity and Insurance Coverage?  
YES \_\_\_\_\_ NO \_\_\_\_\_

15. Have you provided a copy of the certificate for Workmen's Compensation Coverage?  
YES \_\_\_\_\_ NO \_\_\_\_\_

16. Is your site in compliance with local zoning laws?  
YES \_\_\_\_\_ NO \_\_\_\_\_

17. What is the zoning classification? \_\_\_\_\_

18. Have you attached a copy of the applicable zoning law for your classification?  
YES \_\_\_\_\_ NO \_\_\_\_\_



BID PROPOSAL

SOLID WASTE

THREE (3) YEAR CONTRACT

The following is the unit cost proposal for accepting all solid waste from the City of Canton for disposal

<u>YEAR OF CONTRACT</u>	<u>PER TON RATE (IN DOLLARS)</u> <u>(EXCLUDING GOVERNMENTAL TIPPING FEES)</u> <u>(NO RECYCLING)</u>
First (1st) year	_____
Second (2nd) year	_____
Third (3rd) year	_____

\*NOTE: BIDDER SHOULD SUBMIT A GUARANTEED UNIT COST FOR EACH YEAR OTHER THAN CHARGES IMPOSED BY STATE OR LOCAL DISTRICT FEES.



BID PROPOSAL

NON-COMPACTIBLE ASH

THREE (3) YEAR CONTRACT

The following is a unit cost proposal for accepting non-compactable ash, incinerated municipal sludge, from the Water Pollution Control Center located at 3530 Central Avenue S.E. The bid price is to include the drop-off and pickup of a thirty-yard container and the disposal of the contents therein as required.

The Water Pollution Control Center is currently averaging a little over three (3) containers per week for disposal purposes.

<u>YEAR OF CONTRACT</u>	<u>PRICE PER THIRTY (30) YARD CONTAINER</u>
First (1st) year	_____
Second (2nd) year	_____
Third (3rd) year	_____

\*Does not include any governmental imposed fees

PLEASE BE ADVISED THAT IF THE WATER RECLAMATION FACILITY IS REQUIRED TO CHANGE THEIR SLUDGE DISPOSAL METHODS PRIOR TO THE EXPIRATION OF THIS CONTRACT, THE CITY OF CANTON RESERVES THE RIGHT TO TERMINATE THIS CONTRACT FOR NON-COMPACTIBLE ASH UPON A THIRTY DAY WRITTEN NOTICE TO THE SUPPLIER.

ANY QUESTIONS REGARDING THE DISPOSAL OF THE NON-COMPACTABLE ASH SHOULD BE DIRECTED TO MR. TRACY MILLS, SUPERINTENDENT OF THE WATER RECLAMATION FACILITY, AT (330) 438-4803.



BID PROPOSAL

YARD WASTE

THREE (3) YEAR CONTRACT

The following is the unit cost proposal for accepting all yard waste (grass clippings, leaves, branches less than 8" in diameter) from the City of Canton.

(A) Can yard waste be co-mingled with solid waste? YES \_\_\_\_\_ NO \_\_\_\_\_

(B) If collected separately, indicate cost as follows:

	PER CUBIC YARD		PER TON FLAT RATE	
	<u>BAGGED</u>	<u>UNBAGGED</u>	<u>BAGGED</u>	<u>UNBAGGED</u>
First (1st) year	_____	_____	_____	_____
Second (2nd) year	_____	_____	_____	_____
Third (3rd) year	_____	_____	_____	_____



BID PROPOSAL

LEAVES

THREE (3) YEAR CONTRACT

The following is the unit cost proposal for accepting leaves collected separately in regular plastic bags.

PER CUBIC YARD

First (1st) year \_\_\_\_\_

Second (2nd) year \_\_\_\_\_

Third (3rd) year \_\_\_\_\_



BID PROPOSAL

LEAVES

THREE (3) YEAR CONTRACT

The following is the unit cost proposal for accepting leaves collected separately in bio-degradable bags.

PER CUBIC YARD

First (1st) year \_\_\_\_\_

Second (2nd) year \_\_\_\_\_

Third (3rd) year \_\_\_\_\_