

**SPECIFICATIONS  
AND  
CONTRACT DOCUMENTS**

**FOR THE MOWING OF  
VARIOUS PARCELS  
THROUGHOUT DEERFIELD TOWNSHIP  
DURING 2017**

**DEERFIELD TOWNSHIP, OHIO**

**DEERFIELD TOWNSHIP  
4900 PARKWAY DRIVE, SUITE 150  
MASON, OHIO 45140**

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**PROJECT INFORMATION**

**PROJECT:**

**MOWING OF  
VARIOUS PARCELS  
THROUGHOUT DEERFIELD TOWNSHIP  
DURING 2017-2018**

**OWNERS:**

DEERFEILD, TOWNSHIP  
4900 PARKWAY DRIVE, SUITE 150  
MASON, OHIO 45140

**ADVERTISING DATE:**

Cox Media Group

**January 29, 2017**

**February 5, 2017**

DEERFIELD TOWNSHIP  
WARREN COUNTY  
LEGAL NOTICE

Sealed proposals will be received at the office of the Township Administrator, Township Office Building, 4900 Parkway Drive, Suite 150, Mason, Ohio 45040, until **10:00 a.m. local time on Friday, February 10, 2017, for the MOWING OF FLECKENSTEIN PARK, COTTELL PARK, ROSE HILL CEMETERY, I-71 LOOP GREENSPACE AND CARTER PARK DURING 2017-2018**, and at said time and place, publicly opened and read aloud.

A **MANDATORY** Pre-Bid Information Meeting will be held for a review of the areas and an explanation of what is required. **NO BIDS WILL BE ACCEPTED UNLESS A REPRESENTATIVE OF THE BIDDER EITHER ATTENDS THE MEETING OR CONTACTS DEERFIELD TOWNSHIP FOR A WAIVER . The meeting is** to be held at the Township Office Building, 4900 Parkway Drive, Suite 150, Mason, Ohio 45040, **on Tuesday February 7th, 2017 at 10:00 a.m.**

Contract documents, bid sheets, and specifications can be obtained at the Township Office Building, 4900 Parkway Drive, Suite 150, Mason, Ohio 45040, during regular office hours, 8:00 A.M. to 4:30 P.M., Monday through Friday. Documents will be ready for pick up starting January 30<sup>th</sup> at 9:00am.

Each bidder is required to furnish with the proposal, a Bid Guaranty and Contract Bond in accordance with Section 153.571 of the Ohio Revised Code. Bid security furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each Proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein.

The Board of Deerfield Township Trustees, Ohio, reserves the right to waive irregularities and to reject any or all bids and to award all or a portion of the bid. Trustees also reserve the right to conduct all necessary inquiries and investigations in determining the lowest responsible bidder.

Eric Reiners  
Township Administrator

**Publishing Date: Cox Publishing -**

**January 29, 2017  
February 5, 2017**

## PROOF OF PUBLICATION REQUESTED

### BID/CONTRACT DOCUMENT

#### SCOPE OF SERVICES

The Contractor shall provide all labor, equipment, supervision, administration, financing and insurance to perform the work necessary to mow any or all of the following: Fleckenstein Park, Cottell Park and Carter Park between approximately May 1, 2017 and November 1, 2017(As directed by Deerfield township). The Township is requesting quotes from bidders for extending the Contract one additional year. **All Contractors and/or Persons performing work, under this Contract must be 18 years of age or older and a legal US Citizen (Please see attached form).**

#### PREPARATION OF BID

A Pre-Bid Information Meeting will be held for a tour of the areas and an explanation of what is required. **NO BIDS WILL BE ACCEPTED WITHOUT EITHER ATTENDING THE MEETING OR PROVIDING A WAIVER PRIOR TO THE PRE-BID INFORMATION MEETING ON COMPANY LETTERHEAD INDICATING THAT A REPRESENTATIVE WILL NOT BE ATTENDING THE MEETING OR BY SCHEDULING A SEPARATE PR BID MEETING** that will be held at the Township Office Building, 4900 Parkway Drive, Suite 150, Mason, Ohio 45040, on Friday, February 10th at 10:00 A.M.

Proposals must be typewritten or clearly printed in ink **on the forms prepared by the Township** and signed by a duly authorized representative of the firm submitting the bid. The person signing the bid shall initial all corrections or erasures.

Proposals must be submitted in a **sealed** envelope (by mail or in person) clearly marked on the outside "Mowing Bid Enclosed" with the company name indicated on the outside of the envelope.

A bid bond, certified check, cashier's check, or an irrevocable letter of credit drawn on a solvent bank, payable to Deerfield Township, in an amount not less than ten percent (10%) of the aggregate cutting cost for each parcel bid based on forty (30) cuttings. Each Proposal must be accompanied by a bid bond as a guarantee that if the proposal is accepted the contract will be entered into. All bonds or checks will be returned following the award.

Proposals shall cover all items in the specifications.

Proposals must be received at the Deerfield Township Offices, 4900 Parkway Drive, Suite 150, Mason, Ohio 45040, **by 10:00 A.M. local time, January 24, 2017.**

## **INQUIRIES**

All inquires concerning this Bid, the facilities involved or specifications or Alternative Proposals should be directed to:

Joel Smiddy  
Parks and Recreation Director  
4900 Parkway Drive, Suite 150  
Mason, Ohio 45040  
Fax (513) 701-6994  
Phone (513) 701-6975

## **EXAMINATION OF SPECIFICATIONS, AND AREAS OF WORK**

The Bidder is expected to examine carefully the areas of proposed work, the proposal, and specifications, contract forms, before submitting a proposal. The submission of a bid shall be considered evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of the specification, and contract.

## **PROPOSAL GUARANTY**

No proposal will be considered unless accompanied by a Bond, Letter of Credit, or Certified Check drawn on a Solvent Bank, in an amount not less than ten percent (10%) of the aggregate cutting cost for each parcel bid based on thirty (30) cuttings and made payable to Deerfield Township.

## **AWARD OF CONTRACT**

The award of Contract if it is to be awarded will be made to the lowest and best overall Bidder based on the year 2017 bid proposals whose proposal complies with all requirements described. In no case will an award be made until all necessary investigations are made as to the responsibility of the Bidder to whom it is proposed to award the Contract. The successful Bidder will be notified by letter mailed to the address as shown on its proposal that its bid has been accepted and that it has been awarded the Contract.

The Township reserves the right to reject any and all bids for any and all items covered in the proposal form; to waive informalities or defects in bids; to reject the proposal of a bidder, who in the Township's opinion, is not qualified to perform the contract; or to accept any proposal including multiple awards, that it deems to be in the best interest of the Township.

The Township reserves the right to award all or a portion of the contract at their discretion.

## **REQUIREMENT OF PERFORMANCE ASSURANCE**

The successful Bidder must, within ten (10) days after it has received notice of the award and before it has entered into a Contract, furnish the Performance Assurance in an amount of 100% of the aggregate cutting cost for each parcel awarded based on thirty (30) cuttings under consideration for contractual agreement.

The Performance Assurance shall be a Bond, Letter of Credit, or Certified or Cashier's Check drawn on a Solvent Bank made jointly payable to the Deerfield Township.

The Performance Assurance will be returned to the Contractor upon successful completion of the contract.

## **EXECUTION OF THE CONTRACT**

The Contract shall be signed by the successful Bidder and returned together with the Performance Assurance and other Contract Documents within ten (10) days after Bidder has received notice that the Contract has been awarded. No proposal shall be considered binding upon the Township until the execution of the Contract. If the Township does not execute the Contract within sixty (60) days following receipt from the Bidder of the required Contract Documents, the Bidder will have the right to withdraw its bid without prejudice.

If the successful Bidder is a Corporation or Limited Liability Company, the officer who signs the Contract shall furnish copies of the resolution of the Directors of the Corporation bearing seal of the corporation or a resolution of the Members of the Limited Liability Company, authorizing them to sign the Contract.

## **TERMS OF CONTRACT**

Performance under this contract shall commence on or about May 1, 2017 and shall expire November 1, 2017, unless terminated earlier in accordance with the provision hereof. The contract shall be automatically renewable, at Deerfield Township's sole discretion, for three (3) additional one (1) year periods provided that (i) the Contractor is not in default under the Contract, (ii) the Contract has not been otherwise terminated, and (iii) the Contractor agrees to maintain the Price Per Cutting at 2015 prices. Notwithstanding the foregoing, either party may terminate this Contract by providing notice sixty (60) days prior to the termination of the then current term. The Contractor may terminate this contract by advance written notice to Deerfield Township submitted on or before **December 1, 2017** that would indicate that the Contractor does not wish to extend the Contract one additional year at the quoted rate for 2016 submitted with this bid proposal. If written notice is not received by the above listed date, the contract will automatically renew at the 2017 prices for the following year at the sole discretion of Deerfield Township.

## **SERVICES TO BE PERFORMED BY CONTRACTOR**

The Contractor shall provide all labor, equipment, supervision, administration, financing and insurance necessary to perform the work specified. The Contractor in performing said Services, shall report to, and consult with Joel Smiddy, Parks Director of the Township, or such other person appointed by the Township. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees, and shall protect and indemnify the Township and its representative against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself or its employees.

The Contractor agrees that in the hiring of employees for the performance of work under this contract, the Contractor shall not by reasons of race, sex, creed or color, discriminate against any



person in the employment of labor or workers, who are qualified and available to perform the work to which the employment relates.

## **INDEPENDENT CONTRACTOR**

The Contractor agrees it shall be legally considered an independent contractor and neither the Contractor nor its employees, agents or representatives shall, under any circumstances, be considered employees, servants or agents of the Township; and the Township shall not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants, or agents. The Contractor shall comply with and be responsible for the payment, withholding and reporting for any and all taxes associated with the Services, including, but not limited to, any federal or state unemployment taxes and federal, state and local income taxes, Social Security tax, or any other amounts for benefits due to the Contractor's employees. Further, the Contractor shall provide any insurance coverage or other benefits required by law for its employees or business operation, including, but not limited to, Workers' Compensation.

As an independent contractor, the Contractor shall have no authority to bind the Township to any agreements without the Township's express consent.

## **DOCUMENTATION REQUIRED BY CONTRACTOR**

The Contractor certifies that it will furnish the Township any and all documentation, certification, authorization, license, permit or registration currently required by the laws or rules and regulation of Deerfield Township, the State of Ohio and United States. The Contractor further warrants that it is now in, and will maintain, its good standing with such governmental agencies, all licenses, permits, registrations, authorizations or certifications in force during the term of this Contract. Failure of Contractor to comply with this paragraph shall constitute a material breach of this Contract.

## **INSURANCE/LIABILITY**

Before starting work, the Contractors shall furnish to the Township, certificates from the Contractor's insurance company, including the Ohio Industrial Commission, acceptable to the Owner that insurance has been issued to the Contractor providing for insurance as listed below. Such certificates shall state that the insurance will give the Owner not less than thirty (30) days notice prior to any cancellation or material change in such policies

1. The Contractor shall furnish the Owner one (1) unaltered copy of the official certificate of the Ohio Industrial Commission indicating that it has paid the premiums required under the Ohio Workers' Compensation Act evidencing that these workers are covered by Workers' Compensations. If the Contractor is legally permitted and qualified to be a self-insurer, such self-insurer shall furnish proof of such status to the Owner.
2. The Contractor shall furnish to the Owner one (1) copy of a Comprehensive General Liability (CGL) certificate covering against bodily injury liability for not less than \$100,000 per person and \$300,000 per occurrence.
3. Additional Insurance shall be carried for not less than \$50,000 property damage.

All of the insurance referred above shall be kept in full force and effect, during the term of the contract.

## **INDEMNIFICATION FROM GENERAL LIABILITY**

The Contractor agrees to protect, defend, indemnify and hold harmless Deerfield Township and its elected and administrative officers, employees and agents from and against any and all claims suits, demands or actions arising out of or in connection with any negligent or intentional acts or omissions of Contractor and its employees, its officers, agents or independent successor companies in the performance of its contractual responsibilities. In the event that the Contractor fails to defend the Township and its officers, employees and agents as set forth in this paragraph, such parties shall defend themselves and the Contractor shall pay all costs for such defense including, but not limited to any judgments, awards, amounts paid in settlement, applicable court costs, witness fees and attorneys' fees. The respective rights and obligations of the parties under this paragraph shall survive the expiration or termination of this Contract for any reason.

## **TERMINATION/BREACH**

As set forth below, the Township shall have the right to terminate the Contract upon Contractor's default of the Contract. For purposes of the Contract, a "default" shall occur if Contractor (i) refuses or fails to supply enough properly skilled workers to complete the Services; (ii) disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; (iii) otherwise is guilty of substantial breach of a provision of the Contract; or (iv) is adjudged bankrupt, or if Contractor made a general assignment for the benefit of creditors or if a receiver is appointed on account of such insolvency.

The Township shall notify the Contractor by certified mail and by phone of any problem regarding performance of the Services as detailed in this Contract. The Contractor shall have forty eight (48) hours following receipt of certified notification to remedy stated default (the "Remedy Period"), unless emergency circumstances require a remedy sooner, in which case the Remedy Period may be shortened as set forth in the Township's notice.

If the Contractor fails to remedy the default within the Remedy Period as detailed in this Agreement, the Township may then terminate this Agreement by providing the Contractor written notice of termination via certified mail, within five (5) days of the end of the Remedy Period. This Agreement shall then immediately upon receipt thereof by the Contractor (the "Termination Date")

The Township shall be entitled to liquidated damages as outlined in Liquidated Damages should the contract be terminated due to a default of the Contract by Contractor.

## **LIQUIDATED DAMAGES**

As damages may be difficult to determine, upon the occurrence of a default by Contractor, the amount of Fifty Dollars (\$50.00) per day shall be paid by the Contractor to the Township as liquidated damages and not as a penalty, for each day a default by Contractor continues, or, in the event of termination by Township, until such time that the Township enters into a contract with a new contractor for mowing services.

## **FAILURE TO ENFORCE**

Failure by the Township at any time to enforce the provisions of the Agreement shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of this Agreement or any part hereof or the right of the Township to enforce any provision at any time in accordance with its terms.

## **ASSIGNMENT**

The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any or all of its rights, title, or interest herein, without the prior written consent of the Township.

## **FORCE MAJEURE**

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Contractor, unless otherwise specified herein.

## **NON-DISCRIMINATION**

Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations including, but not limited to, Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, the Age Discrimination in Employment Act as amended, the Ohio Civil Rights Law and the Omnibus Budget Reconciliation Act of 1981, and the American with Disabilities Act of 1990.

During the performance of this Agreement, Contractor will not discriminate against any employee, contract worker, or applicant for employment, or contract work because of race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Contractor will take affirmative action to ensure that all employees and contract workers are treated fairly during employment without regard to race, color, religion, sex, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not limited to the following: employment; upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor, or any person performing through Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement.

## **SAFETY**

Mowing equipment using Township streets will be marked with appropriate signs and shall be operated in a manner consistent with law and safety standards. Mower operators shall wear a reflective safety vest when working on or along City right-of-way. Any violation of safety standards may be deemed cause for termination of the contract. Contractor shall follow all applicable OSHA standards.

## **FREQUENCY OF MOWING**

For the purpose of assisting bidders in determining the established workload, it is estimated that between April 1, 2017, and November 1, 2017, most areas will require mowing once a week under normal circumstances. Deerfield Township reserves the right to adjust the mowing schedule as needed.

## **NOTICE**

Work under this Contract may be done any day of the week, with the exception that mowing Township parks on Saturday or Sunday will not be permitted. Exceptions to this requirement may be permitted as determined by the Township. **Mowing operations must be completed in strict conformance with the Deerfield Township Noise Ordinance.**

Contractor will be required to notify the township by telephone at 513-678-7176 or 513-678-0069 **24 hours before cutting.** This telephone is available for messages on a 24-hour basis. **Messages must include the Contractor's name, date in which the cutting is to be done and location of area to be cut.**

## **SPECIFICATIONS**

Any requirements appearing in any one of the Contract Documents are as binding as though appearing in all. The Contract Documents and Specifications are intended to be explanatory and supplementary to one another, but should any discrepancies appear or any misunderstanding arise as to the importance of anything contained thereon or therein, the explanation of interpretations of the Township shall be final and binding on the Contractor. Correction of any error or omission in the Specifications may be made by the Township when such correction is necessary to clarify the intended meaning. In case of conflict, the Specifications shall take precedent.

## **COPIES OF SPECIFICATIONS**

The Township will furnish the Contractor one (1) copy of the Contract Documents and Specifications.

## **INSPECTION OF WORK**

Bidders are cautioned to take particular note of this item. The Township will be checking all areas on a regular basis. Contact shall be made by the Contractor to the Township explaining any circumstances preventing maintenance as scheduled, or in accordance with established mowing schedules. Failure to do so may require the Township to begin cancellation procedures described on page 4 under Termination/Breach.

All work reported will be inspected on the next day regular working day and will be matched against submitted invoices. Any invoices for work performed must match inspection requests in order to be paid.

Contractors are required to complete all mowing and trimming operations within 24 hours of the start of each parcel. Exceptions will be granted for weather related delays, however, failure to

complete a parcel **in its entirety** within the time frame specified will result in a minimum of a 50% reduction in the amount due the Contractor for mowing that parcel for the specified mowing activity.

### **PAYMENT OF SERVICES**

If satisfactory progress is being made, the Contractor shall submit an invoice to the Township outlining the payment due and in addition such invoice shall itemize the area and date mowed.

However, Bidders are cautioned that invoices received will generally require a minimum of 10 days to process for payment and in all cases of satisfactory process shall be payable within 30 days.

The Township may withhold payment if it is determined the Contractor has not performed in accordance with the Contract or has caused damage left unrepaired by Contractor as of the bill submission.

### **PRICES**

The Township will pay to the Contractor the price herein stipulated as full compensation for work completed by the Contractor under the Contract.

# **SPECIFICATIONS**

## **MOWING OF VARIOUS PARCELS THROUGHOUT DEERFIELD TOWNSHIP DURING 2017**

### **GRASS CUTTING:**

Grass shall be cut before the grass reaches 4" in height from the ground. Unless otherwise directed by the Township:

Mowing & Edging (Warm Weather) - Upright grasses (Bluegrass, Ryegrass, Fescue) will be mowed to a height of 2.5 - 3.0 inches in warm weather so as to foster photosynthesis and good root development.

Mowing & Edging (Cool Weather) - Upright grasses (Bluegrass, Ryegrass, Fescue) will be mowed to a height of 2.0 - 2.5 inches in cool weather so that grass will dry faster in the morning, minimizing the opportunity for rust disease.

### **MOWING PRACTICES:**

All mowing equipment should be kept in good working condition. Mowers must be sharpened and adjusted frequently to assure a good clean cut. Grass should be mowed when it is dry, if possible. Mowing should not, however, be delayed for long periods of time because the grass is wet.

Contractor shall maintain all areas so as to be rut free regardless of conditions while mowing. Under no circumstances will cut grass be clumped together and left piled on top of the grass. The Contractor must remove clumped grass.

Cutting shall be accomplished in such a manner as to prevent clippings from being blown into or left on landscape areas, mulched trees, flower beds, ponds, or onto streets or sidewalks. The Contractor will promptly remove clippings, which end up in these areas, and no additional compensation will be made for removal.

Failure to adhere to these requirements will result in deductions listed on page 6 "Inspection of Work".

### **LITTER COLLECTION:**

All litter shall be picked up prior to each mowing. This shall include the pick-up of all loose material in the area covered by the Contract. Litter must be taken from the area and disposed of at approved locations when mowing is completed.

### **TRIMMING:**

Trimming of grass or other vegetation shall be performed at each mowing in all areas under Contract. Trimming shall be done around all curbing, sidewalk, walkways, fire hydrants, flowerbeds, fences, trees signs, headstones, etc. All trimming shall be accomplished to present uniform height with cut areas.

### **GRASS IN STREETS AND SIDEWALKS:**

Cutting shall be accomplished in such a manner as to prevent clippings from being blown or left on streets or sidewalks. The Contractor shall be responsible for cleaning up all the cut grass on sidewalks or streets and disposing of it in the proper manner.

## **AREAS TO BE CONSIDERED FOR BID**

The following list describes the areas to be bid upon, including the parcel number and a description of the area. Additionally, a map is provided to help define areas to be bid. Please note that Deerfield Township reserves the right to determine which parks will be mowed.

<b><u>Number</u></b>	<b><u>Parcel Description</u></b>
1.	<u>Cottell Park – 5847 Irwin Simpson Road</u> This area includes all fields and grass areas in the park.
2.	<u>Fleckenstein Park – 3834 Mason Montgomery</u> This area includes all fields and grass areas in the park.
3.	<u>Carter Park – 1720 East King Avenue</u> This area includes the mowable grass areas in the park.
4.	<u>I71 loop at Mason Montgomery and Fields Ertle Road</u>

**BID PROPOSAL**  
**AND LEGAL FORMS**

The following forms MUST BE COMPLETED and submitted with your bid:

1. The Total book shall be submitted for bidding
2. Bidder Information Sheet
3. Bid Proposal
4. Bid Guarantee and Contract Bond (two pages)
5. Certificate as to Interest
6. Personal Property Tax Affidavit
7. Compliance With The Federal Immigration and Nationality Act



**BIDDER INFORMATION SHEET**

**ATTENTION BIDDER:** Please fill out this form and submit with your bid.  
(Please Print)

**COMPANY NAME:** \_\_\_\_\_

**CHIEF EXECUTIVE OFFICER:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**PROJECT CONTACT PERSON:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**HOME NUMBER:** \_\_\_\_\_

**PAGER NUMBER:** \_\_\_\_\_

## BID PROPOSAL

I, the undersigned, propose to furnish all labor, material, tools and equipment necessary for the entire work as set forth in the Contract Documents and Specifications entitled:

### MOWING OF VARIOUS PARCELS THROUGHOUT DEERFIELD TOWNSHIP DURING 2017

I further declare that I have carefully read and examined the Contract Documents, Specification, General Conditions, Bidding Requirements, Contract Forms provided to me by Deerfield Township and which are incorporated herein by reference, and understand the exact scope of the bid.

In submitting this Bid, I agree to perform the work as described in the Contract Documents for the amount below:

NUMBER	PARCEL DESCRIPTION	COST PER CUTTING FOR 2017	COST PER CUTTING FOR OPTION YEAR 2018
1.	COTTELL PARK	\$	\$
2.	FLECKENSTEIN PARK	\$	\$
3.	CARTER PARK	\$	\$
4.	I-71Ramps	\$	\$
5.	Rose Hill Cemetery	\$	\$
		\$	\$
		\$	\$
	ALL PARCELS (Total)	\$	\$

The undersigned agrees to perform the work of mowing Cottell Park, Fleckenstein Park, Carter Park, during 2017 for the total cost for each mowing as bid on this form.

Contractor \_\_\_\_\_

Address \_\_\_\_\_

Telephone \_\_\_\_\_ By \_\_\_\_\_

Date \_\_\_\_\_ Title \_\_\_\_\_

## **CORPORATE EXPERIENCE AND CAPACITY**

Please (i) describe the experience of the firm in providing the service, (ii) give the number of years that the service has been delivered, (iii) provide a statement on the extent of any corporate expansion required to handle the service, and (iv) provide a detailed description of the types of equipment to be utilized in performing the Services including the model and age of each.

## **PERSONNEL**

Describe the numbers and qualifications of personnel to be on staff and the general services to be provided. Indicate the level of involvement by principals of the Company in the day-to-day operation of the contract.

## **REFERENCES**

Give at least three references for contracts of similar size and scope, including at least two references for current contracts or those awarded during the past three years. Include the name of the organization, the length of the contract, a brief summary of the work, and the name and telephone number of a responsible person to be contacted as a reference/referral for work performed.

**CONTRACT BOND**

**KNOW ALL MEN BY THESE PRESENTS,** that we, the undersigned,

\_\_\_\_\_  
(Here insert full name or legal title of Vendor and address)

as Principal and \_\_\_\_\_  
(Here insert full name or legal title of Surety)

As Surety, are hereby held and firmly bound unto Deerfield Township, Ohio, hereinafter called the Obligee, in the penal sum or the dollar amount of the bid submitted by the Principal to the Obligee on \_\_\_\_\_ to undertake the project know as:

**MOWING OF  
VARIOUS PARCELS THROUGHTOUT DEERFIELD TOWNSHIP  
(Cottell Park, Fleckenstein Park, Carter Park, DURING 2017)**

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 \_\_\_\_\_ (\$\_\_\_\_\_). If this item is left blank, the penal sum will be the full amount of the Principal's bid, including alternatives 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 CONDITIONS OF THE ABOVE OBLIGATION IS SUCH** that whereas the above named Principal has submitted a bid on the above referred to project;

**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, specifications; and in the event the Principals pays to the Obligee the difference not to exceed ten percent (10%) of the penalty hereto 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 bid for bidding, the Principal will pay the Obligee the difference, not to exceed ten percent (10%) 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 the 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 Principals with ten (10) days after the awarding of the contract, enters into a proper contract in accordance with the bid, specifications, which said contract is made a part of this bond the same as though set forth herein; and

**IF THE SAID** Principal shall well and faithfully perform each and every condition of such contract; and indemnify the Obligee against all damage suffered by failure to perform such

contract according to the provisions thereof and in accordance with the specifications, therefore; and shall pay all lawful claims for 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 agreed that no modifications, omissions, or additions, in or to the terms of said contract or in or to the specifications therefore shall in any way affect the obligations of said Surety on this bond, and it does hereby waive notice of any such modifications, omissions, or additions to the terms of the contract or to the work of to the specifications

**SIGNED AND SEALED** this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Principal

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CERTIFICATE AS TO INTEREST**

\_\_\_\_\_, being the \_\_\_\_\_  
(Name) (Position)

Of \_\_\_\_\_, the bidder which submitted the foregoing proposal  
for: (Company Name)

**MOWING OF  
VARIOUS PARCELS THROUGHOUT  
DEERFIELD TOWNSHIP  
DURING 2017**

in Deerfield Township deposes and says that \_\_\_\_\_  
(Company Name)

is an Ohio corporation, that it is the only entity or person interested in the herein contract for said work, and the profits thereof; that the said contract is made without any connection or interest in the profits thereof with any other person making the bid or proposal for said work; that the said contract is, on its part, in all respects fair and without collusion or fraud and that no member of the Board of Trustees, head of any department or any employee therein or any office of the Deerfield Township is directly or indirectly interested in said contract.

\_\_\_\_\_  
Company Name

By \_\_\_\_\_

Title \_\_\_\_\_ Owner

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Seal

\_\_\_\_\_  
Notary Public



**PERSONAL PROPERTY TAX AFFIDAVIT**

**STATE OF OHIO**           :  
  **SS**  
**COUNTY OF HAMILTON:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Position

\_\_\_\_\_  
Company

Being first duly sworn says that \_\_\_\_\_ was the successful bidder on the MOWING OF: Cottell Park, Shcappacher Park, Fleckenstein Park, Carter Park, Kingswood Park, Fields Ertle Park and Ride, bid and that at the time the bid was submitted said Company was/was not (mark out one) charged with owing delinquent property taxes on the General Tax List of personal property, and that the following amount or unpaid delinquent personal property taxes, penalties, and interest thereon is due as follows:

Delinquent personal property tax	\$ _____
Penalties	\$ _____
Interest	\$ _____

\_\_\_\_\_  
Affiant

Sworn to before me and subscribed in my presence this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Seal

\_\_\_\_\_  
Notary Public

**CONTRACT**

**THIS AGREEMENT**, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between Deerfield Township, hereinafter called "**TOWNSHIP**" and **Pierce Lawncare and Landscaping Inc.** doing business as a Corporation in the County of **Warren**, State of **Ohio** herein- after called "**CONTRACTOR**".

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned to be made and performed by the Township, the Contractor hereby agrees to furnish all labor, material, tools and equipment necessary for the entire work as set forth in the Contract Documents and Specifications which are incorporated herein by reference and entitled:

**MOWING OF VARIOUS PARCELS THROUGHOUT DEERFIELD TOWNSHIP  
DURING 2017**

including all pertinent work listed or implied in said specifications. The Township shall pay the Contractor the price stipulated in the Bid Proposal:

NUMBER	PARCEL DESCRIPTION	COST PER CUTTING
1.	COTTELL PARK	\$
2.	FLECKENSTEIN PARK	\$
3.	CARTER PARK	\$
4.	I-71	\$
5.	ROSE HILL CEMETERY	\$
		\$
	ALL PARCELS	\$

which shall be deemed full compensation for furnishing the Mowing of Cottell Park, Fleckenstein Park, Carter Park, during 2017.

Time is of the essence. This Contract, all rights and obligations between the parties to this Contract, and all claims arising out of or relating to the subject matter of this Contract (including tort claims), will be governed by the laws of Ohio, without regard to conflict of laws principles.

**IN WITNESS WHEREOF**, the parties to these presents have executed this Contract in two (2) counterparts, each of which shall be deemed as original, in the year of day first above mentioned.

ATTEST:

\_\_\_\_\_  
(Witness)

ATTEST:

\_\_\_\_\_  
(Witness)

CONTRACTOR:

By: \_\_\_\_\_

Title: \_\_\_\_\_

OWNER:

DEERFIELD TOWNSHIP, OHIO

\_\_\_\_\_  
Eric Reiners, Administrator

Date: \_\_\_\_\_

**AFFIDAVIT**

**STATE OF OHIO, COUNTY OF WARREN, SS:**

\_\_\_\_\_, being first duly cautioned and sworn, make the following statement of its own personal knowledge:

That I have entered into a contract for the mowing of the \_\_\_\_\_  
\_\_\_\_\_, during 2017 with Deerfield Township. I have entered into that contract as a sole proprietor, I am not incorporated, I am not involved in a partnership nor am I involved in a joint venture with anyone else with respect to this contract or the work to be performed thereunder. I have no employees and will employ no other persons in conjunction with the completion of the contract duties. In the event that I am injured, have equipment malfunctions or if in any other manner I am prevented from completing the mowing services duties set forth in the contract, I will notify Deerfield Township in writing of my inability to complete the contract and will not, without further written authorization from the Deerfield Township, employ or allow anyone else to complete my duties. I make this statement for the purpose of inducing Deerfield to accept my bid upon the Contract as I am not covered by Ohio Workers Compensation and I understand that the Township is entering into the contract with me based upon my affirmation that I will utilize no other employees, independent contractors or workers of any kind in the mowing of \_\_\_\_\_  
\_\_\_\_\_.

FURTHER AFFIANT SAYETH NAUGHT.

ATTEST:

\_\_\_\_\_  
(Witness)

CONTRACTOR:

By: \_\_\_\_\_

Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017

Notary Public

\_\_\_\_\_

**CERTIFICATION OF LAW DIRECTOR**

This is to certify that I have examined these Contract Documents and Specifications for:

**MOWING OF  
VARIOUS PARCELS THROUGHOUT DEERFIELD TOWNSHIP  
DURING 2017**

including the Information and Instruction of Bidders, Proposal, Bid Bond, Contract, and the signatures affixed thereto, and that to the best of my knowledge and belief they constitute a valid and legal contract and are in proper legal form.

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Law Director

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Date