

VILLAGE OF GREENFIELD

2021 MOWING

REQUEST FOR PROPOSALS

**VILLAGE OF GREENFIELD
300 JEFFERSON STREET
GREENFIELD OHIO, 45123**

EEO/AFFIRMATIVE ACTION STATEMENT

The Village of Greenfield, Highland County, Ohio pledges to provide equal opportunity without regard to race, color, creed, national origin, sex or age. This pledge applies to all employees and applicants for employment in connection with hiring, placement, upgrading, transfer or demotion; recruiting advertising or solicitation for employment; rates of pay or other forms of compensation; selection for training; layoff or termination of employment.

The Village of Greenfield, Highland County, Ohio pledges to provide equal opportunity without regard to race, color, creed, national origin, sex, or age to all interested bidders who are interested in submitting a bid for said Village.

This statement is made in accordance with Title VI of the Civil Rights Act of 1963, Executive order 11246, dated September 23, 1965, Executive Order 11375, dated October 13, 1969, and with Title 1 of the American Disabilities Act of 1990.

NOTICE TO CONTRACTORS

The Village of Greenfield is Requesting Proposals for the year **2021 MOWING of the GREENFIELD CEMETERY**, N. Washington Street Greenfield Ohio, 45123.

All proposals must be responsive to the specifications, which may be obtained from the City Managers Office, 300 Jefferson Street, 3rd floor Greenfield Ohio 45123.

All responses must be presented to the City Managers Office no later than 1.00 p.m. October 30, 2020

In accordance with the ORC Section 153.54 each bid must be accompanied by either a bid bond, in the prescribed form, and in the full amount of the bid or a certified check, cashier's check or letter of credit. The certified check cashier's check or letter of credit may be in the amount of ten percent of the bid. The bid bond, the certified check, the cashier's check and the letter of credit are subject to the provisions of section 153.54 of the ORC. The successful bidder shall also be required to post a performance bond.

The successful bidder must provide a copy of the certification issued to the bidder by the STATE of OHIO, Industrial Commission and Bureau of Workers' Compensation for the period covered by the contract. The successful bidder must also provide the Village a copy of his/her liability insurance holding the Village of Greenfield harmless during the period of the contract.

The successful bidder must also provide an affidavit that all indebtedness of such contractor on account of material incorporated into the work, or delivered on the site of the improvement and labor performed has been paid, according to Revised Code Section 5575.04.

The successful bidder must provide a notarized statement that at the time of making his/her bid he/her was not charged with any delinquent personal property taxes on the general tax list of personal property of Highland County, according to the Revised Code Section 5719.042

The Village of Greenfield reserves the right to reject any or all bids.

GENERAL NOTES

1.1.0 GENERAL Instructions

Item Bid: 2021 MOWING CONTRACT:

1.1.1

All proposals submitted for consideration by the Village of Greenfield must comply with these instructions in order to be considered. These instructions set forth minimum requirements as terms and conditions of the Mowing Contract, therefore if any time frames, bid bond or surety requirements set forth are in conflict with stated requirements in the specifications, the specification requirements shall prevail.

1.1.2

Proposals shall be type written or clearly printed in ink on forms prepared by the Village, and signed by a duly authorized representative of the firm submitting the proposal. The proposal shall be submitted and marked "2021 MOWING CONTRACT" and name of bidder and delivered in compliance with the legal notice. Any improperly marked bid will not be considered.

1.1.3

All proposals must comply with the specifications attached here to. Alternative bids may be considered only if clearly marked as such with an explanation as to how the item is sufficient to meet required needs.

1.1.4

All prices, as proposals must be firm for the entire mowing season of 2021.

1.1.5

A bid bond or certified check in the amount in the Legal Notice must accompany the bid. Bids submitted without bond will be rejected.

1.1.6

Village of Greenfield is exempt from payment of Ohio Sales Tax. Prices shall not include these Taxes.

1.1.7 Workers Compensation

The successful bidder must provide the Village with a copy of the certification issued to the bidder by the State of Ohio, Industrial Commission and Bureau of Workers Compensation for the period covered by the contract. The successful bidder must also provide the Village a copy of his/her liability insurance holding the Village of Greenfield harmless during the period of the contract.

1.1.8 INSURANCE

The contractor will furnish the following insurance coverage from a commercial insurance carrier satisfactory to Owner.

- A. Comprehensive General Liability in an amount not less than \$1,000,000.00 per occurrence with respect to personal injury or death, and \$500,000.00 with respect to property damage
- B. Workers compensation insurance, in accordance with the laws of the State of Ohio, Covering the contractor's employees while on Owner's premises.

The contractor shall furnish to Owner certificates evidencing such insurance coverage prior to commencing work and shall cause each policy to provide that it shall not be cancelled or changed without at least ten (10) days prior written notice to Owner. Any deductibles under the policies shall be borne by the Contractor, but in no event shall any deductible exceed \$1,000.00

Each policy shall name Owner as additional assureds.

1.1.9

The successful bidder must also provide the Village with an affidavit that all indebtedness of such contractor on account of material incorporated into the work, or delivered on site of the improvement and labor performed has been paid, according to Revised Code Section 5575.04

1.1.10

The successful bidder must comply with the Civil Rights Act which prohibits discrimination in hiring due to race, color, national origin, religion or sex.

1.1.11

The attention of the bidder is called to Ohio Revised Code 5719.042. The bidder shall submit to the Village a statement affirmed under oath that the person with whom the contract is to be made was not charged at the time of the bid was submitted with any delinquent personal property taxes on general tax list of personal property in Highland

County, or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due in unpaid delinquent taxes and any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the Village to the Highland County Treasurer within thirty (30) days of the date submitted. A copy of the statement shall also be incorporated into the contract and no payment shall be made with respect to any contract to which this section applies, unless such statement has been incorporated as a part thereof.

1.1.12 NON - ASSIGNABILITY

No portion of this contract or any work to be performed under this contract shall be assigned to any other person or business without the express written consent of the Village.

1.1.13 MECHANICS LIEN LAW (ORC 1311.25 to 1311.32)

Every sub-contractor, material men or laborer who is performing or has performed labor or work, or is furnishing or has furnished material for any public improvement, shall submit an affidavit to the public authority stating that they have received payment in full for labor, work or materials. All payments due them from the Contractor will be held in escrow for a period up to one hundred twenty (120) days from the date that work was last performed unless said affidavits are received.

1.1.14

The bidder shall furnish a reference listing of similar contracts in the years 2017 and 2018. This list shall include the name and telephone number of a contact person representing the accepting agency.

1.1.15

Bidders are required to submit a completed copy of: Certificate of Interest; Personal Tax Affidavit; EEO Affidavit; Bid Bond Form and Bid Response Form. Any exception must be detailed on the Exception page. Any bid failing to meet these requirements will not be accepted.

1.1.16

The Village of Greenfield reserve the right to waive any informalities or irregularities, to reject any or all proposal, to accept any proposal which may be deemed to be in the best interest of the Village and to hold such proposal for a period of sixty (60) days before taking any action thereon.

It is the Village of Greenfield's intent to accept the lowest and best proposal who meets the requirements of Section 153.54 of the Revised Code after a thorough analysis of the bids. The Village of Greenfield reserves the right to reject any and all bids.

1.1.17

Every effort shall be made by the bidder awarded the contract to deliver services as designated in the contract. Any delinquency in such delivery without satisfactory written explanation directed to the Village of Greenfield may result in cancellation of the contract. The defaulting bidder shall be liable for any increased costs or expenses incurred as a result of such default.

1.1.18

Purchaser reserves the right to cancel the contract if the bidder willfully fails to perform any of the provisions in the contract.

1.1.19

In case of default by the bidder or contractor, Village of Greenfield may procure the services from other sources without further advertising and shall hold the bidder or contractor responsible for any excess cost occasioned thereby, including any reasonable expenses incurred in procuring the articles or services.

1.1.20

Proposals will not be accepted after the date and time stated in the Request for Proposals

1.1.21

LIQUIDATED DAMAGES: failure to complete the work within the time specified in these specifications shall result in Liquid Damages calculated in accordance with Sections 108.06, 108.07, 108.08 of the State of Ohio, Department of transportation, Construction and Material Specifications, dated January 1, 2016

1.2.0 ACCEPTANCE AND FINAL PAYMENT

1.2.1

Final payment shall be due (30) days after completion of the work, provided the work be then fully completed and the contract fully performed.

1.2.2

Before the final payment is made (the last month payment) the contractor will satisfy the requirements of Paragraph 1.1.13 Mechanics law of this contract.

1.2.3

If any subcontractor or material supplier refuses to furnish the Contractor with the final lien waiver, Contractor upon Owners request shall furnish Owner with a bond satisfactory to Owner, indemnifying Owner against the claim or any lien, or Owner at its option, may withhold from the final payment a sum equal to the amount of the claim. If a lien is filed against Owners property at any time and, if within 30 days after notice if the filing has been given by Owner to Contractor, the lien remains unsatisfied or is not bond satisfactory to Owner, Owner shall thereafter be entitled, regardless of whether the claim is disputed, to pay the full amount of the claim secured by the lien and deduct the thereof from the contract sum; or if final payment has been made, Contractor shall promptly reimburse Owner for the amount so expended.

1.2.4

Contractor shall indemnify and hold harmless Owner from and against any and all claims, liens, suits, losses, damages, and expenses, including attorney fees, by whomsoever asserted, including claims for personal injury or property damage, related to or arising out of work performed or material supplied to the project.

1.2.5

Contractor agrees to furnish Owner any reasonable documentation, including, without limitation, payroll records, invoices, or cancelled checks, which Owner may request to confirm payment of all indebtedness related to the work as a condition precedent to final payment.

1.2.6

In the event that a subcontractor or material supplier has not been paid for labor performed or materials furnished in connection with the work, Owner in addition to all remedies available at law or in equity, may pay the Contract Sum Due the Contractor by a check made payable to the order of Contractor and such subcontractor or material supplier is due based upon the reasonable judgment of Owner. Payment by such a joint check shall constitute payment of the Contract Sum.

1.2.7 PAYMENT

Any payment not made to a sub-contractor, material man or laborer by the contractor within one hundred twenty (120) days from date that work was last performed shall be deducted from the Contractor's final payment.

Payment for lawn mowing services will be made as soon as possible after receipt of invoice by Village of Greenfield, Highland County, Ohio. Invoice shall be itemized as to the type of service and location of facility.

1.2.8 PERFORMANCE BOND

The owner shall have the right, prior to the signing of the contract, to require the contractor to furnish bond covering the faithful performance of the contract and the payment of all obligations arising there under, in such form as the Owner may prescribe and with such sureties as he may approve. The Contractor shall pay the premium.

1.3.0 EXCEPTIONS PAGE

If the bidder has any additions, alteration or corrections to make to this proposal or specifications, he is asked to list them on this page or on a plain white sheet of 8-1/2" x 11" paper and affix them firmly to this proposal.

Exceptions may be allowed where it is demonstrated that such exception is equal to or superior to the purchaser's stated specification. Total exception to the specifications is not permitted.

1.4.0 SPECIFICATIONS

1.4.1

SCOPE OF WORK

The contractor shall furnish all labor, equipment, and supplies necessary for performing the work specified. The Village shall not provide any equipment or supplies during the performance of this contract. Grass mowing proposals should be based on 26 weeks of mowing. Additional cuts, if needed will require WRITTEN authorization from the Village of Greenfield representative. Contract will include a two-year conditional renewal.

1.4.2

FREQUENCY OF MOWING

Mowing shall be performed weekly Monday through Friday between 7:30 a.m. - 7:00 p.m. or less frequently as directed by the Village of Greenfield representative. Notice of cutting is to be provided by the contractor 24 hours in advance. Notice of cutting is not an authorization for additional work. A telephone message can be left 24 hrs. day at 937-981-3500.

1.4.3

GRASS CUTTING

Grass shall be cut before the grass reaches the height of 3" from the ground, and shall be cut to keep a uniform height. Mowing equipment shall be kept in good working condition. Mower blades must be sharpened and deck cleaned frequently. Under no circumstances will cut grass be clumped together and left piled on top of the grounds. Clumped piles of grass will be removed by the contractor. Cutting shall be accomplished in such a manner as to prevent clippings from being blown into mulched trees, flower beds, head stones, cars, streets, and sidewalks. All grass is to be blown or swept off of headstones. Contractor shall be responsible for cleaning up all cut grass.

1.4.4

RUTTING

Contractor shall maintain all areas so as to be rut free regardless of conditions while mowing. Contractor shall own various sizes of equipment to facilitate grass cutting in all weather conditions. Contractor will repair ruts with in 7 working days by rolling or filling area with soil and seeding.

1.4.5

LITTER COLLECTION

All litter shall be picked up prior to each mowing. Litter must be taken from the area when mowing is completed.

1.4.6

TRIMMING

Trimming of grass and other vegetation shall be performed at each mowing. All trimming shall be accomplished to present a uniform height with surrounding areas. Trimming shall be done around all trees, walkways, roadways, headstones, fences, buildings, (Damage to trees, head stones by string trimmers are not acceptable. This item will be inspected on a regular basis.)

1.4.7

BUMPER GUARDS ON MOWER DECKS

All mower decks and outside hard surfaces of any mower performing work in the cemeteries shall have rubber bumper guards installed to protect the headstones from accidental contact. Damage to headstones will be billed to contractor. Bumping, shoving, or chipping of headstones will not be tolerated.

1.4.8

HEAD STONES

Maintenance around headstones will be accomplished by string trimmers. Herbicides will not be permitted.

1.4.9

HOURLY RATE

Contractor shall provide an hourly rate for performing additional landscaping services such as tree replacement, improving, or constructing additional landscape areas. Any project will be performed as a change order at the hourly rate bid.

1.4.10

INSPECTION OF WORK

Bidders are cautioned to take particular note of this item. The Village will be checking all areas on a regular basis but does not feel the responsibility to contact the contractor for reasons why a particular section has not been maintained. Contact shall be made by the contractor to explain any circumstances preventing maintenance as scheduled, or the

section may be maintained in an alternate manner without notice to the contractor and shall void the remaining period of the Contract.

If work is not performed within a week, the Contract may be canceled.

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

2021 Mowing Bid Opening:

The Village of Greenfield appreciates your interest in this contract and would welcome a bid from your company.

Areas Included are:

GREENFIELD CEMETERY

Any questions should be referred to Public Service Director Brian Smith at 937-981-3500

BID SHEET

GREENFIELD CEMETERY-_____

BID GUARANTY AND CONTRACT BOND
(SECTION 153.571 OHIO REVISED CODE)

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

(Name and Address)

As Principal and _____
(Name of Surety)

As Surety, are hereby firmly bound unto the Village of Greenfield, Highland County, Ohio. Hereinafter called the Obligee, IN THE PENAL SUM OF THE DOLLAR AMOUNT OF THE BID SUBMITTED BY THE Principal to the Obligee on _____
To undertake the project known as:

Village of Greenfield
Mowing Contract 2021

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

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above 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, plans, details, specifications, and bills of material; and in the event the Principal pays the Obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the Obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the Obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the Principal will pay the Obligee the difference not to exceed ten percent of the penalty hereof between the amount specified in the bid, or the costs, in connection with the re-submission, of printing new contract documents, required advertising and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be void, otherwise to remain in full force and effect. If the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract, enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of materials which said contract is made a part of this bond the same as though set forth herein; and

1.5.0 CERTIFICATE OF INTEREST

1.5.1

The undersigned proposes to furnish the services as outlined on the proceeding pages of this proposal for the Village of Greenfield

The detailed specifications are hereby made apart of the proposal, and the bidder hereby acknowledges that he has read and understands them.

By signing this bid, the bidder has certified that this bid is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the purpose and that his/her bid is in all respects fair and without collusion or fraud.

The bidder or his/her authorized agent will sign this page in the space provided below signifying that he/her has read the proposal and specification and understands them.

If the bidder has any additions, alterations, or correction to make to this proposal or specifications, he is asked to list them on the EXCEPTION page

COMPANY:

PHONE:

ADDRESS:

CITY/ZIP:

SIGNATURE:

TITLE:

DATE:

EEO AFFIDAVIT

State of _____)

SS:

County of _____)

I, _____, being duly sworn hereby states that I am
(Affiant)

_____ of _____
(Title) (Company)

And that said company pledges to provide equal opportunity to all employees or applicants for employment without regard to race, color, creed, national origin, sex, or age. Said pledge applies to all matters pertaining to employment including hiring, placement, upgrading, transfer, demotion, removal, recruitment, pay, training, and layoff. This statement is made in accordance with Title VI of the Civil Rights Act of 1963.

Affiant

Sworn to before me subscribed in my presence this _____ day of _____ 20____

Notary Public

County of _____, State of

My commission expires

PERSONAL PROPERTY TAX AFFIDAVIT

State of _____)

SS:

County of _____)

I, _____, after being duly cautioned and sworn hereby state that I am

_____ of _____
(Title) (Company)

And that said company, officer, owner, or partner of said is not charged with any delinquent personal property taxes on the general tax list of personal property in Highland County, Ohio or that said company, officer, employee, or partner is charged with delinquent taxes in the amount of _____.

Affiant

Sworn to before me subscribed in my presence this _____ day of _____ 20__

Notary Public

County of _____, State of _____

My commission expires

12. THE CONTRACT DOCUMENTS

Included in this contract is the contractor's bid and the Village of Greenfield Specifications for Mowing Contract, signed and dated this _____th day of _____, 20__

IN WITNESS WHEREOF, the parties hereto have executed this Contract, the day and year first above written

FOR YEAR 2021

OPTION FOR YEARS 2022-2023

CONTRACTOR:

By: _____
Title:

By: _____

Witness for (Contractor)

Witness for (Contractor)

OWNER: VILLAGE OF GREENFIELD

OWNER: VILLAGE OF GREENFIELD

By: _____
City Manager

By: _____
City Manager

Witness for Owner

Witness for Owner

Certification of Funds

I hereby certify that at the time of making of this Contract and the execution of this certification the amount required to meet the obligations set forth in this Contract has been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of an appropriate fund free from any previous encumbrance.

YEAR 2021
Purchase Order # _____

YEARS 2022-2023
Purchase Order # _____

Carolyn Snodgrass, Finance Director

Carolyn Snodgrass, Finance Director

APPROVED AS TO FORM

Brian Zets Esq. Village Solicitor