



THE CITY OF
TALLMADGE
HISTORY MOVING FORWARD

SPECIFICATIONS & PROPOSAL:

MOWING AND CARE OF PUBLIC LAND

Bids due: *October 2, 2019 @ 10 a.m.*

Submitted By:

Company Name

Street Address

City

State

Zip

Contact Person

Phone No.

Email Address

David G. Kline, Mayor
Michael Rorar, Director of Public Service
46 North Avenue, Tallmadge, Ohio 44278 Phone 330-633-0854 ▪ Fax 330-633-1359

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

Sealed proposals will be accepted in the Public Service Department, City of Tallmadge, 46 North Avenue, Tallmadge, Ohio, 44278 until 10:00 a.m. Wednesday, October 2, with bids being opened immediately thereafter in the Council Chambers of the Municipal Building for:

MOWING AND CARE OF PUBLIC LAND

It is the intent of the City of Tallmadge (the City) to establish a contract to provide mowing of City properties as outlined in the proposal document. The term of the contract will be for three (3) years beginning 2020, with (2) one-year optional renewals.

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

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

A bid bond equal to 100% of the total annual bid or a certified check, cashier's check, or a letter of credit in the amount of 10% of the bid to be held as guarantee that in the event a contract is awarded to the bidder, such contract will be duly executed, and its performance properly secured. Should any bid not be awarded or be rejected, such check or bond will be returned to the bidder or bidders after the execution of the contract.

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

A pre-bid meeting will be held Wednesday, September 25 at 10am at Tallmadge City Hall.

The bidder is responsible for monitoring the above-named website for any official addenda. Please contact Linda Poinar in the Public Service Department at lpoinar@tallmadge-ohio.org if you have any questions regarding this bid.

Michael Rorar
Director of Public Service
Ordinance 80-2019

Published in the Akron Beacon Journal:
September 17, 2019
September 24, 2019

Table of Contents and Bidder's Checklist

A complete bid packet will consist of the items listed below.

Complete this checklist to confirm the items required in your bid. Place a checkmark or "X" next to each item that you are submitting to the City of Tallmadge. Failure to submit the listed documents may be cause for rejection of your bid. This checklist should be returned with your bid.

- _____ Cover sheet (Page 1)
- _____ Invitation to Bid (Page 2)
- _____ Table of Contents and Bidder's Checklist (Page 3)
- _____ Section I: Instruction to Bidders (Pages 4 - 5)
- _____ Section II: Bid Forms (Pages 6 - 21)
 - _____ Bid Form List
 - _____ Bid Form 1: Note
 - _____ Bid Form 2: Bid Guaranty and Contract Bond
 - _____ Bid Form 3: Non-Collusion Affidavit
 - _____ Bid Form 4: Statement of Non – Liability for Delinquent Personal Property Taxes
 - _____ Bid Form 5: Statement of Liability for Delinquent Personal Property Taxes
 - _____ Bid Form 6: Certification of Drug Free Workplace
 - _____ Bid Form 7: Certification for Local Preference Certification
 - _____ Bid Form 8: Affidavit in Compliance with Section 3517.13
 - _____ Bid Form 9: Independent Contractor Anti-Bias Disclosure
 - _____ Bid Form 10: Certification of No Personal Interest
 - _____ Bid Form 11: PERS Independent Worker/ Contractor Acknowledgment Form
 - _____ Bid Form 12: OPERS Form
- _____ Section III: Bid Specifications (Pages 22 - 26)
- _____ Section IV: Proposal and Signature Page (Page 27-28)
- _____ Section V: Alternate Bid – Mowing Rank Vegetation (Page 29)
- _____ Section VI: Tallmadge Codified Ordinance (Page 30)
- _____ Section VII: Equipment List (to be submitted with bid) (Page 31)
- _____ Section VIII: Bidder References (to be submitted with bid) (Page 32)
- _____ Section IX: Experience of Management/ Supervisory Personnel (to be submitted with bid) (Page 33)

SECTION I: INSTRUCTIONS TO BIDDERS

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

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

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

Bids should be in a sealed envelope marked with project title and the name and address of bidder and reach the Public Service Department, no later than 10:00 a.m. on Wednesday, October 2, 2019. The Public Service Department copy machine time stamp is the official time used for the deadline of the submission of bids. The City will disqualify any bid not received on or before 10:00 AM local time on Wednesday, October 2, 2019.

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

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

In reviewing bids to determine who is the lowest and best, the City will take into consideration the extent to which the bid conforms to the bid specifications and the qualifications of the bidder to satisfactorily implement the requirements of the Contract. The City specifically reserves the right to reject any bids for which the bidder fails to demonstrate the ability to provide the service required in a responsible manner.

Any bidder may withdraw his bid, by written request, at any time prior to the deadline set for the bid opening. Please be advised, the City of Tallmadge may impose a \$500.00 penalty to any bidder that withdraws his bid after the bid opening and prior to a contract award(s).

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

All employees of Contractor shall submit to criminal background check reflecting there are no crimes of moral turpitude or crimes of violence and successful passage

of a substance abuse screening. The results of the background checks shall be provided to the City of Tallmadge.

No employees of the City shall be employed by Contractor.

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

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

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

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

SECTION II: BID FORMS

- _____ Bid Form 1: Note
- _____ Bid Form 2: Bid Guaranty and Contract Bond
- _____ Bid Form 3: Non-Collusion Affidavit
- _____ Bid Form 4: Statement of Non – Liability for Delinquent Personal Property Taxes
- _____ Bid Form 5: Statement of Liability for Delinquent Personal Property Taxes
- _____ Bid Form 6: Certification of Drug Free Workplace
- _____ Bid Form 7: Certification for Local Preference
- _____ Bid Form 8: Affidavit in Compliance with Section 3517.13
- _____ Bid Form 9: Independent Contractor Anti-Bias Disclosure
- _____ Bid Form 10: Certification of No Personal Interest
- _____ Bid Form 11: PERS Independent Worker/ Contractor Acknowledgment Form
- _____ Bid Form 12: OPERS Form

NOTE

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

(Signature of Officer, Partner or Owner)

(Date)

(Business Address of Bidder)

(Business Phone Number of Bidder)

CERTIFIED CHECK OR BID BOND

Certified check or bid bond in the amount of: _____

_____ on _____
(State Amount)

(Name of Bank or Bonding Company)

deposited herewith.

(Bidder)

(Date)

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

BID GUARANTY AND CONTRACT BOND

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

CITY OF TALLMADGE, OHIO

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

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

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

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

NOW ALSO, if the said Principal shall well and faithfully do and perform the things agreed by said Principal to be done and performed according to the terms of said Contract; and shall pay all lawful claims of Subcontractors, materialmen, and laborers,

for labor performed and materials furnished in the carrying forward, performing, or completing of said Contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the Obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

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

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

_____ day of _____, 20_____.

_____ Principal

By _____

_____ Surety

By _____

Address _____

Phone No. _____

(SEAL)

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

CERTIFICATION OF
DRUG FREE WORKPLACE

BIDDER'S NAME: _____

ADDRESS: _____

CITY, STATE: _____

Project: _____

CERTIFICATION

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

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

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

DATE: _____

Signature: _____

Title: _____

CERTIFICATION FOR LOCAL PREFERENCE

The undersigned bidder does hereby certify that his principal place of business is within the corporate limits of the City of Tallmadge, Ohio or within the Brimfield / Tallmadge JEDD Area and that he qualifies as a **“local business”** by complying with the following policy as established by Ord. 126-97 Section 143.06:

Local Preference Policy

A. DEFINITIONS:

1. “Business” means a domestic corporation, sole proprietorship, partnership, or joint venture whose principal place of business is located in Tallmadge, Ohio or is located within the area designated as a Joint Economic Development District as established by the City of Tallmadge and the Township of Brimfield. If one party to joint venture has its principal place of business in Tallmadge, Ohio, or is located within the Joint Economic Development District, the joint venture shall be considered as having its principal place of business in Tallmadge. No business as defined herein shall benefit from the local preference policy unless it is participating in the JEDD by withholding and paying City income tax.

2. “Bidder” means the respondent to invitations to bid and/or to requests for proposals.

B. Bidders having established their principal place of business in Tallmadge, Ohio for two successive calendar years immediately preceding the bid opening date or proposal date, may be preferred as lowest if their bid does not exceed the lowest bid by more than 3%, not to exceed ten thousand dollars (\$10,000) of the apparent low bid.

C. To qualify for local preference bidders shall include the following on their bid or proposal documents:

1. Certification that “The bidder of offer hereby certifies that its principal place of business is in Tallmadge, Ohio and has been for at least two successive years immediately preceding the opening date herein”.

2. Location of principal place of business.

3. Date of business establishment

4. If the bid is for a City vehicle or motor vehicle or accessory, the bidder’s price shall be the same as or lower than the State Purchasing Program price.

D. Each bidder shall have only one principal place of business.

E. Local preference may be applied as provided herein where prohibited by state or federal law.

F. Local preference may be applied in considering the lowest bid and shall not waive or nullify evaluation of bidders which are responsive and responsible or lowest and best.

G. In determining the qualifications of bidders for supplies, commodities, materials, equipment, furnishings or general services as lowest responsive and responsible or lowest and best bidder, the Board of Control shall exercise a preference of local bidders as provided for herein. The local preference shall apply to contracts for the building, repair or renovation of public buildings or improvements

BIDDER’S NAME _____ DATE BUSINESS ESTABLISHED _____

Location of principal place of business _____

Successive years at this location immediately prior to bid opening date: _____

DATED _____ Signed _____

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13

STATE OF OHIO

COUNTY OF _____ ss:

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

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

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

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

Signature _____

Title _____

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

Notary Public _____

My Commission Expires _____

CITY OF TALLMADGE
INDEPENDENT CONTRACTOR ANTI-BIAS DISCLOSURE

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

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

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

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

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

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

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

Print Name

Signature

Date

CITY OF TALLMADGE
CERTIFICATION OF NO PERSONAL INTEREST

Under penalty of perjury, I hereby certify that:

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

DATE: _____

CONTRACTOR:

Name of Organization

Signature

Title

OPERS Independent Worker/Contractor Acknowledgment Form Questionnaire

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

Question 1:

Are you a sole proprietor/independent contractor?

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

No. Please go to Question 2.

Question 2:

Are you a business entity with less than 5 employees?

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

No. Please sign the statement below.

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

Signature

Title

Printed Name



INDEPENDENT CONTRACTOR/WORKER ACKNOWLEDGMENT

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

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

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

STEP 1: Personal Information

Social Security Number

— — —

First Name

MI Last Name

STEP 2: Public Employment Information

Name of Public Employer

Employer Contact

First Name

MI Last Name

Employer Code

Employer Contact Phone Number

— — —

Service Provided to Public Employer

Start Date of Service

Month Day Year

/ /

End Date of Service

Month Day Year

/ /

STEP 3: Acknowledgment

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

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

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

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

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

SECTION III: BID SPECIFICATIONS

A. SCOPE OF WORK

The work shall include all labor, equipment, supplies, and services to maintain - in a superior condition - those turf areas described below. These areas shall be maintained with a crisp, clean, aesthetically pleasing appearance and as otherwise spelled out herein.

All work shall be performed in a professional manner, using quality equipment and materials, all of which must be maintained and operated to meet all OSHA safety standards. Additional equipment shall be on hand in case that there were to be an equipment failure.

SPECIAL NOTES:

This will be a three (3) year contract from January 1, 2020 through December 31, 2022 with two (2) one-year renewals. Contract renewal will be contingent upon the mutual agreement of the City and the Contractor.

Contract employees shall always perform in a professional manner, shirts are required.

The contractor shall carry Comprehensive General Liability and Auto Liability Insurance to cover damages for which the contractor may be legally responsible due to bodily injury or property damage. The contractor shall provide to the City of Tallmadge a certificate of insurance showing said coverage of \$1,000,000.00 Combined Single Limit and \$2,000,000.00 Aggregate Coverage.

All contract employees shall be covered by Workers' Compensation. A copy of your current certificate will be required at the time of contract award.

Unsatisfactory work will not be tolerated and may result in termination of this contract by the Director of Public Service with ten (10) day written notice. In this event, the City will make claim to the Bonding Surety for funding the completion of this contract.

If during the time period of this contract, the cost of regular unleaded fuel (87 octane) exceeds \$4.00 per gallon:

a.) A monthly fuel surcharge fee will be allowed to be billed to the City of Tallmadge, at a rate not to exceed three percent (3%) of the total monthly billing amount.

b.) This fuel surcharge fee will only be allowed if the cost of fuel exceeds \$4.00 per gallon for at least thirty (30) days.

Contracting Company shall furnish all necessary materials and labor of every description to carry out and complete in a workmanlike manner the mowing, trimming and cleaning of the grounds herein described.

Contracting Company shall provide phone number(s) which shall be answered by an agent of the contracting company during the hours from 7:00 a.m. to 5:00 p.m.

Contracting Company shall contact Service Department at 330-633-0854, each day work is to be performed, Monday thru Friday at 7:30 a.m. to advise of the daily schedule and/or to receive special assignments.

B. MOWING SEASON

The mowing season shall be from April through November, with billing to be made on the last day of each month.

All turf areas indicated shall be maintained and receive no less than the following:

1. Mowing, trimming and edging all lawn areas one time per week during the mowing season or at intervals sufficient to maintain the lawn in a neat, healthy and well-groomed manner. Grass cutting build-up shall not be permitted.
2. All mowing shall include all entrances, sides of the driveways, parking spaces, along landscaping/ flower beds, entrance signs and or any turf or open areas. Trimming of signage, landscaping/ flower beds, parking areas, curbing, sidewalks, buildings, benches, and other structures.
3. Special care will be taken not to damage any trees or shrubs with mowing decks and trimming string.
4. The removal of leaves in the fall. In spring removal of all debris left from wintertime.
5. Mowing height for lawn areas shall be no less than two inches (2"). Mowing height may be set as high as two and one-half inch (2 1/2"). No more than 1/3 of the height of the grass shall be removed in anyone mowing. Mower adjustments must be made on a flat surface.
6. All turf areas shall be cleaned each week prior to mowing by clearing and removing debris such as branches leaf clusters, paper, cans, trash, etc. The debris and trash shall be deposited into proper trashcans, trash dumpsters or removed from the parks.
7. Grass cuttings/thatch shall not be permitted on any turf areas after each mowing is completed. All grass cuttings/ thatch shall be removed from the areas and deposited at an approved composting facility. Grass cuttings shall not be permitted in landscape or flowerbeds.
8. All hard paved, and graveled paved surfaces such as walkways, and parking lots must be either blown or broom off immediately of grass cuttings/ thatch after each time the areas are mowed.
9. Two (2) days prior to (Mother's Day and Memorial Day), in the month of May; (Father's Day), in the month of June; (Independence Day), July 4; (Tallmadge Circle Festival) in August and (Labor Day), in the month of September, all areas shall be mowed, trimmed and debris removed.

CEMETERY AREA:

1. Mowing and trimming shall include all entrances into the cemetery, around any grave markers or monuments including the Columbarium benches, and other structures as well as any turf or open areas.
2. Special care will be taken not to damage any of the grave markers, monuments or grave gardens with mowing decks and weed eating string. If damage occurs notify City immediately.
3. All grave markers and monuments shall be cleaned immediately by broom, sweeping or by blower of grass cuttings/ thatch and debris after each time the cemeteries are mowed. Grass cuttings shall not be permitted to be blown onto markers or monuments while mowing or during cleanup.
4. All flags in the lawn or turf areas shall be removed prior to mowing or trimming and re-installed after mowing is complete. Any flags that are destroyed shall be re-placed and re-installed at the contractor's expense.

CITY BUILDING COMPLEX:

1. City Building Complex - all grass cuttings/ thatch shall be caught or bagged and removed and deposited at an approved licensed composting facility.

PARK AREAS:

1. Mowing and trimming shall include all baseball diamonds, basketball courts, batting cages, benches and bleachers, bollards, goal posts, fencing, playground units, play areas, play structures, restrooms, soccer fields, shelters, storage structures, tennis courts, any turf or open areas and areas surrounding the parking lots.
2. All athletic fields (baseball fields and soccer fields) shall be mowed twice a week from April 15th – June 15th and again from September 1st – October 31st of each year
3. No soccer goal posts are to be moved. All mowing and trimming needs to occur without moving them. Mowing and trimming must be done inside the goal and around the base of the goal.
4. The contractor will be required to remove all grass cuttings/ thatch, etc. from all hard-paved surfaces including tennis courts, basketball courts, shelter floors, decks, and parking lots by broom, sweeping or blower immediately each time the parks are mowed. Grass cuttings shall not be permitted on baseball diamond infields.
5. Circle Park - all grass cuttings/ thatch shall be caught or bagged and removed and deposited at an approved licensed composting facility.
6. Maca Park – Mowing of the lawn areas within the Maca Pool fence must be completed prior to 9AM. This mowing will be done with walk-behind mowers no greater than 48" deck. All grass cuttings / thatch shall be caught or bagged and removed and deposited at an approved licensed composting facility.

C. EQUIPMENT AND PERSONNEL SPECIFICATION

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

1. The contractor will supply the necessary equipment to fulfill the job.
2. All mowing equipment shall display proper safety markings and lighting and shall have in place all safety guards, shields, and protective covers.
3. It shall be the sole responsibility of the Contractor(s) performing services for this contract to safeguard their own materials, tools and equipment. The City of Tallmadge shall not assume any responsibility for any damaged materials, tools or equipment.

D. SAFETY AND LIABILITY

1. Contractor is responsible to provide a safe workplace and to comply with OSHA and other federal, state or local health and safety regulations. All equipment operators shall be trained to operate all equipment only as approved by OSHA Safety Standards.
2. Contractor must follow the Ohio Manual of Uniform Traffic Control Devices (OMUTCD).
http://www.dot.state.oh.us/Divisions/Engineering/Roadway/DesignStandards/traffic/OhioMUTCD/Pages/OMUTCD2012_current_default.aspx
3. Contractor shall attest in writing with the submission of the bid that all equipment utilized during this contract is in good and serviceable condition.
4. Contractor shall assume the entire responsibility and liability for all damages or injuries of any kind or nature whatsoever to all persons, whether its employees or otherwise, and to all property growing out of or resulting from the execution of the work provided for in this contract or occurring in connection therewith. Contractor agrees to defend, indemnify, and hold harmless the City of Tallmadge, its agents, employees, and insurers from and against any and all losses and expenses, including court costs and attorney's fees, damages or injuries growing out of or resulting from or occurring in connection with the execution of the work herein provided for; provide, however, that Contractor will not be held liable for loss of life or injury or damage to person or property due to the sole negligence of the City, its agents, or its employees.
5. If any damage is done to the property of others by Contractor, its employees, or agents during the term of this contract, Contractor will repair and restore at its sole cost any such property and correct any damages inflicted thereto, returning it to as good a condition as the property was in before being damaged, in a manner satisfactory to the owner(s) of the property for the damage suffered.

E. OTHER REQUIREMENTS

1. Contractor shall comply with all federal, state, and local laws and regulations applicable to the performance of its work under this contract including business license requirements of the City of Tallmadge.
2. Contractor shall not pull the crew off-line for work in another locale without first receiving permission from the City Service Director.

F. AWARD PROCESS

1. Contracts will be awarded based on the sum of lowest and best bidder for mowing services.
2. The Board of Control reserves the right to reject any or all bids and to accept the bid(s) deemed most beneficial to the City of Tallmadge.

G. QUESTIONS AND ADDENDA

1. All questions should be submitted in writing at least five (5) business days prior to the bid opening. Answers to questions will be issued in writing as official addenda no later than seventy-two (72) business hours prior to the time of the bid opening. Said addenda will become a component of the invitation to bid and should be acknowledged as received on the proposal page. Failure to acknowledge all official addenda in this manner may result in your bid being disqualified.
2. All questions should be directed to:
Linda Poinar
City of Tallmadge Service Department
Email: lpoinar@tallmadge-ohio.org
2. Bidders are expected to and responsible for monitoring the Vendor Registry for all official addenda.
3. Oral instructions or decisions, unless confirmed by addenda, will not be considered valid, legal or binding.
4. Please be advised that when you submit a bid to the City of Tallmadge, the City will assume that an authorized representative of your company reviewed said bid to assure that the bid is correct and/or accurate.
5. Any bidder may withdraw a bid, by written request, at any time prior to the time set for the bid opening. This request must be made to Michael Rorar, Director of Public Service at mrorar@tallmadge-ohio.org If there is no withdrawal of the bid, in accordance to this procedure, the City reserves the right to enforce said bid prices(s) and/or contract(s).
6. If a bidder attempts to alter any of the terms and/or conditions of these bid specifications the City of Tallmadge may reject said bid.
7. The party submitting a bid is solely responsible for the delivery of the bid to the specified location prior to the deadline for the receipt of bids. The Public Service Department copy machine time stamp is the official time used for the deadline of the submission of bids.

SECTION IV: PROPOSAL AND SIGNATURE PAGE

Description	Acres	Address	2020	2021	2022
			price per mow	price per mow	price per mow
City Building Complex	2.00	42 North/53 NE	\$	\$	\$
Service Center	0.40	210 Osceola	\$	\$	\$
North Ave. Corp Sign	0.03		\$	\$	\$
East Ave. Corp. Sign	0.01		\$	\$	\$
Southeast Ave. Corp. Sign	0.03		\$	\$	\$
Tallmadge Circle	4.68		\$	\$	\$
Howe Road Park	8.69	988 E. Howe	\$	\$	\$
Indian Hills Park	2.43	107 Indian Hills	\$	\$	\$
Kent Dr. Park	1.83	200 Kent Drive	\$	\$	\$
LC Washburn Park	1.30	160 Maca Drive	\$	\$	\$
Lions Park	16.97	245 Northeast Ave	\$	\$	\$
Maca Park	7.64	183 Maca Drive	\$	\$	\$
Mack Burleson	3.16	30 Wright Rd	\$	\$	\$
Memorial Park	4.90	122 Southwest	\$	\$	\$
North Av. Soccer Fields	14.07	730 North Ave	\$	\$	\$
West Ave Park	0.38	@ Nottingham St.	\$	\$	\$
			\$	\$	\$
Recreation Center	3.34	46 N Munroe			
Tallmadge Cemetery	11.94	35 Southwest Ave	\$	\$	\$
			\$	\$	\$
Erie Road	0.44		\$	\$	\$
East Ave. Hill	0.79		\$	\$	\$
Community Drive	1.28		\$	\$	\$
Southeast Six Corners	0.78		\$	\$	\$
Roundabout	8.79		\$	\$	\$
Roundabout (Hills)*	2.63		\$	\$	\$
Parkview Terrace Islands	0.25		\$	\$	\$
Wright Road	0.60		\$	\$	\$
Southeast Ave. & I-76	0.70		\$	\$	\$
Water Tower	1.20	56 S. Alling	\$	\$	\$
NE Ave. Pump Station	0.32	1005 Northeast Ave	\$	\$	\$
Howe Rd. Lift Station	0.06		\$	\$	\$
Newton St. Detention Basin*	1.26		\$	\$	\$
NW Av. Detention Basin*	2.07		\$	\$	\$

Kiowa Tr. Detention Basin*	0.40		\$	\$	\$
Alexander Circle	0.11		\$	\$	\$
Timbertop Drive Islands	0.91		\$	\$	\$
Pine Valley Drive	0.03	RoW @ entrance	\$	\$	\$
12,16, 22 Southwest Ave	0.98		\$	\$	\$
Dunbar Road Lot	0.45	across from 278	\$	\$	\$
Total Amount per Mow	108.25				

***Areas to be mowed only upon notification by Service Department.**

Average of the Sums for All Three Bid Years \$ _____

Authorized Signature

Title

Date

Bond amount for the total annual bid should be calculated by multiplying the “average sum for mowing” in the proposal x 32 (estimated mows per year).

SECTION V: ALTERNATE BID – MOWING RANK VEGETATION

- Contractors selected for mowing lots with rank vegetation will provide mowing services based on the following:

Rank vegetation - means any growth of weeds or grass to a height of eight inches or higher on any developed property and twelve inches or higher on any undeveloped property. (Ord. 126-2000. Passed 9-28-00.)

The required mowing will include varying degrees of high weeds, high grass, underbrush, and shrub growth on varying types of terrain. A “mow” or “cut” shall be defined as the final result of reducing grass, weeds, and vegetation to a height of no greater than 2-1/2 inches regardless of the number of passes it takes to achieve the required height. A “mowing” or “cut” shall also include the areas in the right of way or lawn strip areas, trimming around any structures, signs, trees, poles, guy wires, hydrants, posts, or any other items of a permanent nature that are located on the lot. The contractor will be required to remove all cuttings, grasses, etc. from adjacent hard paved surfaces (streets, driveways, sidewalks, etc.) or properties by broom, sweeping or blower when necessary. The contractor is permitted to use a mower, brush hog, or similar piece of equipment to achieve the desired cut height.

The contractor will be responsible for the cleanup of any litter or debris on a lot prior to mowing. Said litter or debris must be disposed of in a lawful manner. This includes the removal and disposal of tree limbs and/or branches. If a contractor believes that there is excessive litter or debris on a lot that is beyond what they are able to remove, they shall immediately notify the Service Department and mow around the excessive debris to the best of their ability.

If there are any questions regarding the location and/or dimensions of a lot requested to be mowed, the contractor should contact the Service Department for clarification before mowing.

The City will pay the alternate bid per lot price for the mowing of all lots up to one (1) acre in size. When the City requests that a lot greater than one (1) acre in size be mowed, it will pay the contractor based on the contractors pricing per acre as long as the size of the area actually mowed is greater than one (1) acre in size. For example, a two (2) acre lot that is 75% covered by woods will be charged the standard per lot price for 1/2 Acre lot since only half an acre of mowing would be needed.

Mowing Lots with Rank Vegetation	Price
1/4 Acre Size Lot	\$
1/2 Acre Size Lot	\$
3/4 Acre Size Lot	\$
1 Acre Size Lot	\$
Sum of All Lot Sizes	\$

SECTION VI: TALLMADGE CODIFIED ORDINANCE

Ordinance 80-2019

Presented by:
Director of Public Service Michael Rorar

AUTHORIZING THE DIRECTOR OF PUBLIC SERVICE TO ADVERTISE FOR BIDS AND THE MAYOR TO ENTER INTO A CONTRACT FOR THE MOWING AND CARE OF PUBLIC LAND AND PROVIDING FOR IMMEDIATE ENACTMENT

WHEREAS, Council deems it to be in the best interest of the City to contract for mowing and care of public lands; and

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

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

SECTION 1. That the Mayor, acting through the Director of Public Service, be and is hereby authorized and directed to advertise according to law for bids and to contract with the lowest and best bidder upon proper approval by the Board of Control for the mowing and care of public land in accordance with plans and specifications now on file in the office of the Director of Public Service, which plans and specifications are hereby specifically approved.

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

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

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

Passed: 9-12-19


Susan E. Burton, Clerk of Council

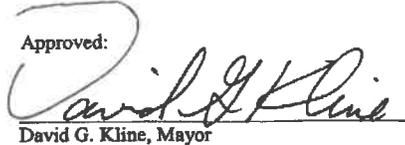
MER/jt/rc

8/13/19

Filed with the Mayor 9-13-19


Carol A. Kilway, President of Council

Approved:


David G. Kline, Mayor

This 13th day of Sept., 2019

Section VIII: BIDDER REFERENCES

Complete the following information about Municipalities, which have been serviced by the contractor for similar work, within a 30 miles radius of the City of Tallmadge.

Municipality	Address	Contact:	Phone Number

NON-MUNICIPALTY REFERENCES / and CONTACTS

Company Name	Address	Contact:	Phone Number

