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## **Legal Notice of Request for Bids for Mowing, Trimming, and Fertilizing of Berlin Township Cemeteries, Township Hall, and Fire Station**

Bids will be received by the Berlin Township Board of Trustees, Delaware County, Ohio (hereinafter "Board") c/o Jeff Jordan, Berlin Township Fiscal Officer, during standard business hours (10:00 a.m. to 2:00 p.m. Monday through Friday) beginning January 16, 2025 until 2:00 p.m. local time on January 31, 2025 at the Berlin Township Office, located at 3271 Cheshire Road, Delaware, Ohio 43015 for mowing, trimming, and fertilizing of Berlin Township Cemeteries, Township Hall, and Fire Station. Bids received after this time and date shall not be considered and will be returned unopened. At 10:00 a.m. on February 3, 2025 bids will be publicly opened and read aloud at the Berlin Township Office. All bids shall be considered valid until sixty (60) days after the bid opening date although not accepted or rejected.

The Board owns and maintains cemeteries, the Berlin Township Hall, and the Berlin Township Fire Station within the boundaries of Berlin Township, Delaware County, Ohio. The Board seeks a single contractor to enter into a one (1) year contract, with the potential for a mutually agreed extension of one (1) additional year by written agreement of the Parties, pursuant to which the contractor, using the contractor's own mowers, equipment, fuel, supplies, and/or materials, will mow and trim the grass in the cemeteries, township hall, and fire station on an as-needed basis by the Board. Mowing and trimming shall begin on the fifteenth (15<sup>th</sup>) day of April and end on the sixteenth (16<sup>th</sup>) day of November of each year of the contract. The rate quoted shall be per mow/trim.

Additionally, the contractor, using the contractor's own equipment, materials and supplies, will apply fertilizer treatment, including weed control, on the grounds of the cemeteries, township hall, and fire station on an as-needed basis by the Board. Fertilizer treatment shall begin on the fifteenth (15<sup>th</sup>) of April and end on the sixteenth (16<sup>th</sup>) day of November of each year of the contract. The rate quoted shall be per application of fertilizer treatment.

The Board will be invoiced monthly for all services. All services shall be performed in accordance with the detailed specifications contained within the Request for Bids Package (hereinafter "RFB").

An RFB containing the terms and conditions of this contract, together with detailed technical specifications and bid documents, can be obtained during regular business hours 10:00 a.m. to until 2:00 p.m. local time on January 31, 2025 at the Berlin Township Office.

Bids must be submitted on the forms contained in the RFB, shall contain the full name of each person, party, or parties submitting the bid and all persons interested therein, and shall be enclosed in a sealed opaque envelope addressed and submitted to Jeff Jordan, Berlin Township Fiscal Officer, Berlin Township Office, 3271 Cheshire Road, Delaware, Ohio 43015 and be marked: "Response to RFB for Mowing, Trimming, and Fertilizing of Berlin Township Cemeteries, Township Hall, and Fire Station."

Each bidder is required to furnish with its bid, bid security in accordance with Sections 307.88 and 153.54, et seq., of the Ohio Revised Code. The bid security shall be a bond or certified check, cashier's check, or money order on a solvent bank or savings and loan association and be in the amount of Five Hundred Dollars and No Cents (\$500.00), conditioned that the bidder, if the bidder's bid is accepted, shall execute a contract in conformity with the RFB and the bid. 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. All bid security shall be in favor of the Berlin Township Board of Trustees, Delaware County, Ohio.

Pursuant to R.C. § 307.89, as a condition to entering a contract, the successful bidder shall be required to faithfully perform all things to be done under the contract. No performance bond is required.

The successful bidder cannot assign this contract. Each prospective bidder shall be an equal opportunity employer. No bidder may have a disqualifying unresolved finding for recovery, as provided in Ohio Revised Code Section 9.24.

The Board shall award the Contract to the bidder deemed to have submitted the lowest and best bid, as determined solely by the Board and/or its representative(s). The Board reserves the right to reject any and/or all bids, or any portion of any and/or all bids, to waive informalities or irregularities that do not affect the substance of the specifications and contents of the RFB and to award a contract in the manner deemed to be in the best interest of the Board and Berlin Township, Delaware County, Ohio.

By Resolution of:

Berlin Township Board of Trustees  
3271 Cheshire Road  
Delaware, Ohio 43015

Telephone: (740) 548-6350  
Fax: (740) 548-7458

## **IMPORTANT NOTE**

By submitting an RFB, Bidders will be presumed to be familiar with all the instructions, requirements, and specifications set forth in this RFB. Bidders are advised to read, understand, and become familiar with the instructions, requirements, and specifications set forth in this RFB.

## Section 1 – Definitions

### 1.1 Definitions

The following definitions apply to this RFB and related documents:

- A. "Bidder" means any person, company, partnership, or firm submitting a bid pursuant to this RFB. Bidder includes the Contractor.
- B. "Board" means the Berlin Township Board of Trustees, Delaware County, Ohio.
- C. "Board's Offices" means the offices of the Board located at 3271 Cheshire Road, Delaware, Ohio 43015.
- D. "Contract" means any contract resulting from this RFB.
- E. "Contracted Parties" means the Contractor, any subcontractor, and includes, but is not limited to any of the Contractor's, any subcontractor's, or any sub-subcontractor's officers, officials, boards, employees, agents, servants, volunteers, and/or representatives.
- F. "Contractor" means the successful bidder and holder of a lawful one (1) year contract with the Board to provide mowing, trimming, and fertilizing of certain Berlin Township cemeteries, the Berlin Township Hall, and the Berlin Township Fire Station as specified in this RFB beginning on the fifteenth (15<sup>th</sup>) day of April and ending on the sixteenth (16<sup>th</sup>) day of November of each year of the Contract. As used in this RFB, "Contractor" also means the board, officers, officials, employees, agents, volunteers, and representatives of the Contractor.
- G. "Exception" means a Bidder's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFB.
- H. "Indemnified Parties" means the Township, the Board and all of their respective officers, officials, employees, volunteers, agents, servants, and representatives.
- I. "Party" means the Board or Contractor individually.
- J. "Parties" means the Board and Contractor collectively.
- K. "Proper Invoice" means an invoice meeting all of the following requirements:
  - Free from defects, discrepancies, errors, or other improprieties.
  - As applicable, shall include, but is not limited to including, the following:
    - Contractor's name and address as designated in the Contract;
    - Contractor's federal employer identification number;
    - The purchase order number authorizing the purchase of services;
    - Equipment/Unit number;
    - Invoice number;
    - Description of service performed and/or equipment/unit provided;
    - Invoice total cost; and

- All other information as otherwise specified and required by the Board.
- L. "RFB" means this request for bids package.
- M. "Services" means the mowing, trimming, and fertilizing of certain Berlin Township cemeteries as specified in this RFB, the Berlin Township Hall, and the Berlin Township Fire Station and all other services provided by the Contractor pursuant to and as required by this RFB.
- N. "Township" means Berlin Township, Delaware County, Ohio.

## **Section 2 – Introduction**

### **2.1 Purpose**

The Board owns and maintains three (3) cemeteries as specified in this RFB, the Berlin Township Hall, and the Berlin Township Fire Station. All are located within the boundaries of Berlin Township, Delaware County, Ohio.

The Board seeks a single Contractor to enter into a one (1) year Contract, with the potential for a mutually agreed extension of one (1) additional year by written agreement of the Parties, pursuant to which the Contractor, using the Contractor's own mowers, trimming equipment, other equipment, fuel, supplies, and/or materials, will mow and trim the grass in the cemeteries, the township hall, and the fire station on an as-needed basis by the Board. Mowing and trimming shall begin on the fifteenth (15<sup>th</sup>) day of April and end on the sixteenth (16<sup>th</sup>) day of November of each year of the Contract. The rate charged shall be per mow/trim. Such mow/trim shall be performed all in accordance with the detailed specifications contained within the RFB.

Additionally, pursuant to this Contract, the Contractor, using the Contractor's own equipment, other equipment, materials, and/or supplies, will apply fertilizer treatment consisting of weed control and fertilizer on the grounds of such cemeteries, township hall, and fire station on an as-needed basis by the Board. Applying fertilizer treatment shall begin on the fifteenth (15<sup>th</sup>) of April and end on the sixteenth (16<sup>th</sup>) day of November of each year of the Contract. The rate charged shall be per application of fertilizer treatment. Such fertilizer treatment shall be performed all in accordance with the detailed specifications contained within the RFB.

### **2.2 Location of Township**

Berlin Township is located in Delaware County, Ohio, approximately 5.5 miles north of the Columbus City limits. The Township is a mixture of commercial, farm and residential properties with a total area of approximately twenty-two and a half (22 ½) square miles.

## Section 3 – Calendar of Events and Communications

### 3.1 Calendar of Events

ACTION	DATE
Dates of Advertisement	January 16,2025
RFB Issue	January 16,2025
Bids Due	January 31,2025
Bids Opened	February 3, 2025
Intent to Award	February 10, 2025
Contract to Be Executed (Approx.)	February 24, 2025

### 3.2 Obtaining RFB

It is the Bidder's responsibility to obtain this RFB from the Board.

The RFB containing the terms and conditions of this Contract, together with detailed technical specifications and bid documents, can be obtained during regular business hours (10:00 a.m. to 2:00 p.m Monday through Friday) until 2:00 p.m. local time on January 31, 2025 at the Berlin Township Office located at 3271 Cheshire Road, Delaware, Ohio 43015.

### 3.3 Form of Bid Submission

Bids shall be submitted in substantially the following form:

- One (1) complete signed original of the bid must be submitted.
- The bid shall be submitted in hard copy.
- The bid shall be submitted on forms contained in this RFB.
- The bid shall contain the full name of each person, party, or parties submitting the bid and all persons interested therein.
- The bid and all submitted documents shall be typewritten.
- Bids shall not contain any erasures or corrections. Bids containing erasures or corrections may be rejected unless the erasures or corrections are explained or noted over the signature of the Bidder.
- Bid shall be signed in ink by a person authorized to sign the bid on behalf of the person or principal submitting the bid. The signer shall be authorized to bind the Bidder.
- The bid shall be enclosed in sealed opaque envelope addressed to:

Jeff Jordan  
Berlin Township Fiscal Officer  
Berlin Township Office  
3271 Cheshire Road  
Delaware, Ohio 43015

- The envelope shall be marked: "Response to RFB for Mowing, Trimming, and Fertilizing of Berlin Township Cemeteries, Township Hall, and Fire Station."



### **3.4 Bid Submission**

Bids shall be submitted as follows:

- Bids will be received during standard business hours (10:00 a.m. to 2:00 p.m. Monday through Friday) beginning January 16, 2025 until 2:00 p.m. local time on January 31, 2025. Bids received after this time and date shall not be considered and will be returned unopened.
- Bids will be received at and shall be either mailed or delivered to:

Jeff Jordan  
Berlin Township Fiscal Officer  
Berlin Township Office  
3271 Cheshire Road  
Delaware, Ohio 43015

- Mailed bids must be received at or before 2:00 p.m. local time on January 31, 2025.
- Bidders are responsible for the timely submission of bids.

### **3.5 Bid Opening**

Bids will be publicly opened and read aloud at 10:00 a.m. on February 3, 2025 at the Berlin Township Office located at 3271 Cheshire Road, Delaware, Ohio 43015.

All bids shall be considered valid until sixty (60) days after the bid opening date although not accepted or rejected.

NOTE: IT IS ABSOLUTELY ESSENTIAL THAT BIDDERS CAREFULLY REVIEW ALL ELEMENTS IN THEIR FINAL BIDS. ONCE OPENED, BIDS CANNOT BE ALTERED; HOWEVER THE BOARD RESERVES THE RIGHT TO REQUEST INFORMATION OR RESPOND TO INQUIRIES FOR CLARIFICATION PURPOSES ONLY.

### **3.6 Communication Restrictions**

From the time of release of this RFB until the time a contractor is selected and a contract executed, Bidders shall not communicate with any Board member or Township, official, officer, employee, staff, representative, or agent concerning the RFB. Bidders that attempt any communications will be disqualified.

The Board, for purposes of clarification, reserves the right to contact any person, firm, company, or entity who has submitted a bid after all bids have been publicly opened and read aloud.

### **3.7 Modification / Amendment / Supplement to RFB**

The Board may modify, amend, or supplement this RFB at any time during the bidding process.

Modification(s), amendment(s), and/or supplements to this RFB will only be by written addendum issued by the Board.

The Board will furnish modification(s), amendment(s), and/or supplement(s) to all prospective bidders who have requested and received a copy of this RFB. Should the Board issue a modification, amendment, and/or supplement, the submission deadline, at the discretion of the Board, may be extended, if appropriate, to accommodate changes in bid content.

### **3.8 Ownership of Submitted Materials**

All documents and materials submitted to and accepted by the Board in response to this RFB shall become the property of the Board and will be retained by the Board in accordance with the Ohio Public Records Act and the Ohio Records Retention Act. All submitted documents and materials, including the contents of the bid, may be subject to release/disclosure pursuant to the Ohio Public Records Act (Ohio Revised Code § 149.43.)

### **3.9 Costs of Submission**

Bidders are responsible for any and all costs associated with submitting a bid. The Board is not liable for any costs incurred by Bidders in replying to this RFB.

## **Section 4 – Specifications**

### **4.1 Term of Contract**

The Board is seeking a single bid relative to the term of the Contract. No alternate bid shall be requested or considered. The term of the Contract shall be for one (1) year, with the potential for a mutually agreed extension of one (1) additional year by written agreement of the Parties. All bids submitted shall be based on a one (1) year contract. The Board, within its sole discretion and based on the bids received, shall determine whether to award a contract to the selected bidder, or to award no contract at all.

Any contract awarded shall begin on and be inclusive of April 15, 2025, and shall continue through and end on November 16, 2025.

### **4.2 Location of Cemeteries, Township Hall, and Fire Station to be Mowed/Trimmed/Fertilized:**

#### **Cemeteries**

1. Cheshire Cemetery  
3271 Cheshire Road  
Delaware, Ohio 43015  
43015
2. Peachblow Cemetery  
3247 Peachblow Road  
Delaware, Ohio 43015
3. Evergreen Memorial Cemetery  
fka Fairview Memorial Park  
5035 Columbus Pike  
Lewis Center, Ohio 43035

#### **Township Hall**

1. Berlin Township Hall  
3271 Cheshire Road  
Delaware, Ohio

#### **Fire Station**

1. Berlin Township Fire Station  
2708 Lackey Old State Road  
Delaware, Ohio 43015

### **4.3 Requirements**

The Contractor, as needed by the Board, shall mow and trim the grass in the cemeteries, township hall, and fire station as listed in Section 4.2 of this RFB. Mowing and trimming shall begin on the fifteenth (15<sup>th</sup>) day of April and end on the sixteenth (16<sup>th</sup>) day of November of each year of the Contract. Such Services shall, at a minimum, meet the following requirements:

- The Contractor shall provide and use the Contractor's own mowers, trimming equipment, other equipment, fuel, supplies, and/or materials.
- Each time that the Contractor mows/trims, the Contractor shall bring to the site all mowers, trimming equipment, other equipment, fuel, supplies, and/or materials that it requires to perform the Services.
- Each time that the Contractor completes mowing and trimming, the Contractor shall remove from the site all mowers, trimming equipment, other equipment, fuel, supplies, and/or materials that it brings to the site and uses to perform the Services.
- The Contractor will not be permitted to store any mowers, trimming equipment, other equipment, fuel, supplies, and/or materials on site or on Township property.
- The Contractor shall provide all safety mechanisms, devices, equipment, and protections used by operators of equipment used in providing the Services.
- The Contractor shall be solely responsible for the use of safety mechanisms, devices, equipment, and protections by operators of equipment used in providing the Services.
- The Contractor shall install on all equipment used in providing the Services and engage/use all safety mechanisms, devices, equipment, and protections which protect the operator, nearby persons, and property from damage, injury, including death, and/or harm which could result from the use of the equipment.
- The Contractor shall be solely responsible for damage, injury, including death, and/or harm which results to the operator, persons, or property from the use of the equipment.
- All mowing and trimming shall be at a height of +/- 3.5 inches.
- All mowing and/or trimming shall only take place on weekdays between 6:00 a.m. and 5:00 p.m.
- The Contractor shall trim around all cemetery monuments/markers and fences in the cemeteries.
- All cemetery monuments/markers shall be free of clippings.
- The Contractor shall not move, disturb, damage, or harm cemetery monuments/markers.
- The Contractor shall trim around all structures and fences in the cemeteries, township hall, and fire station.
- The Contractor shall perform the services in a professional and courteous manner.
- Workmanship and materials are to be first quality throughout.
- The Contractor's employees shall wear a uniform shirt with the Contractor's name.
- The Contractor's employees shall be citizens of the United States of America or legally entitled to work in the United States of America. Proof of citizenship or ability to work shall be produced to the Board upon request.
- In performing the Services, the Contractor shall be as unobtrusive and of such little disturbance as possible to users of the cemeteries, township hall, and fire station.
- The Contractor shall provide notice to an identified representative of the Board of the day(s) of the week that the Contractor intends to provide the Services.
- The rate charged shall be per mow/trim.
- The Board shall be invoiced monthly.

Additionally, the Contractor, as needed by the Board, shall apply fertilizer treatment consisting of weed control and fertilizer on the grounds of the cemeteries, township hall, and fire station as listed in Section 4.2 of this RFB. Applying fertilizer treatment shall begin on the fifteenth (15th) day of April and end on the sixteenth (16th) day of November each year of the contract. Such Services shall, at a minimum, meet the following requirements:

- The Contractor shall provide and use the Contractor's own equipment, other equipment, materials, and/or supplies.
- Each time that the Contractor applies fertilizer treatment, the Contractor shall bring to the site all equipment, other equipment, materials, and/or supplies that it requires to perform the Services.
- Each time that the Contractor completes the application of fertilizer treatment, the Contractor shall remove from the site all equipment, other equipment, materials, and/or supplies that it brings to the site and uses to perform the Services.
- The Contractor will not be permitted to store any equipment, other equipment, materials, and/or supplies on site or on Township property.
- The Contractor shall provide all safety mechanisms, devices, equipment, and protections used by operators of equipment used in providing the Services.
- The Contractor shall be solely responsible for the use of safety mechanisms, devices, equipment, and protections by operators of equipment used in providing the Services.
- The Contractor shall install on all equipment used in providing the Services and engage/use all safety mechanisms, devices, equipment, and protections which protect the operator, nearby persons, and property from damage, injury, including death, and/or harm which could result from the use of the equipment.
- The Contractor shall be solely responsible for damage, injury, including death, and/or harm which results to the operator, persons, or property from the use of the equipment.
- All application of fertilizer treatments shall only take place on weekdays between 6:00 a.m. and 5:00 p.m.
- The Contractor shall apply fertilizer treatment around all cemetery monuments/markers and fences in the cemeteries.
- All cemetery monuments/markers shall be free of fertilizer treatment.
- The Contractor shall not move, disturb, damage, or harm cemetery monuments/markers.
- The Contractor shall apply fertilizer treatment around all structures and fences in the cemeteries, township hall, and fire station.
- The Contractor shall perform the services in a professional and courteous manner.
- Workmanship and materials are to be first quality throughout.
- The Contractor's employees shall wear a uniform shirt with the Contractor's name.
- The Contractor's employees shall be citizens of the United States of America or legally entitled to work in the United States of America. Proof of citizenship or ability to work shall be produced to the Board upon request.
- In performing the Services, the Contractor shall be as unobtrusive and of such little disturbance as possible to users of the cemeteries, township hall, and fire station.

- The Contractor shall provide notice to an identified representative of the Board of the day(s) of the week that the Contractor intends to provide the Services.
- The rate charged shall be per treatment.
- The Board shall be invoiced monthly.

#### **4.4**

## **Experience Requirements**

At a minimum, a Bidder must have the following or the equivalent experience:

- Shall be actively engaged in the landscape maintenance profession or the type of work required for the current project.
- A minimum of five (5) years of direct experience performing the work specified in the RFB.
- The Bidder shall have successfully completed and provide proof of successful completion of at least five (5) projects of the type specified in the RFB.

Bidder shall not have failed to fully fulfill any contract with any other government or private entity or agency or falsified any documentation or bid security to any government or private entity or agency. Discovery of either of the above shall be sole and sufficient cause to reject a bid or, if the Contract has been executed, the Board may terminate the Contract. Under such circumstances, the Board reserves any and all rights and remedies as it may have to recover for damages at law or in equity.

The Bidder shall have a high degree of ethics and integrity. The Board reserves the right to investigate any bidder to ensure its ethics and integrity.

### **4.5 Exceptions to Specifications**

Unless otherwise specifically indicated as an Exception in the bid, each bid shall be deemed in all respects to comply with all terms, conditions, specifications, and/or requirements of this RFB.

Exceptions to any term, condition, specification, or requirement specified in the RFB shall be identified and fully explained in writing. Each Exception must specifically reference the relevant section(s) of this RFB. Any written identification and explanation of an Exception must accompany the bid. If the Bidder provides an alternate solution when taking an Exception, the benefits of this alternative solution and impact, if any, on any part or all of the Services must be described in detail.

In the absence of an Exception, the Bidder is required to furnish Services in accordance with the specifications of this RFB.

### **4.6 Compensation**

The Contractor shall receive payment as follows:

- A. The Contractor shall provide a Proper Invoice (See Section 1.1(K) of this RFB.)
- B. The rate charged shall be per mow/trim and per application of fertilizer treatment. Hard copies of invoices shall be submitted to the Township Fiscal Officer for each calendar month Services are provided.
- C.

Invoices shall be delivered to or addressed and mailed as follows:

Jeff Jordan  
Berlin Township Fiscal Officer  
Berlin Township Office  
3271 Cheshire Road  
Delaware, Ohio 43015

- D. Invoices shall be received by the Township Fiscal Officer no later than the 5<sup>th</sup> day of each month following the month in which Services were provided.
- E. Invoices shall be itemized and show a detail of dates and times when mowing/trimming and application of fertilizer treatment were provided during that month.
- F. The Contractor shall support all costs by properly executed payroll, time records, invoices, contracts, or vouchers.
- G. Defective invoices shall be returned to the selected Contractor noting areas for correction. When such notification of defect is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.
- H. Payment shall be made only after a Proper Invoice is received.
- I. The Board shall have thirty (30) days after receipt of a proper invoice from the Contractor to pay such invoice.
- J. The date of the warrant issued in payment shall be considered the date payment is made. The Contractor's payment shall not be initiated before a Proper Invoice is received by the Board.
- K. Payment shall be made to the Contractor, under the Contractor's federal employer identification number and only as provided for in this RFB.

#### **4.7 Taxes, Discounts and Credits**

The Board is exempt from taxes. The Board shall, upon request, supply the Contractor with any required proof of such exemption. Should the Board be subject to any taxes, the Contractor will include all applicable taxes in bid prices less all discounts and refunds.

#### **4.8 W-9 Form**

The Contractor shall complete and submit a proper W-9 Form.



## **Section 5 – Format and Bid Submission**

In responding to this RFB, Bidders must comply with each of the format and submission requirements detailed in this section.

### **5.1 Number of Copies**

One (1) complete signed original of the bid must be submitted.

### **5.2 Form of Bid Submission**

Bids shall be submitted in substantially the following form:

- The bid shall be submitted in hard copy.
- The bid shall be submitted on forms contained in this RFB.
- The bid shall contain the full name of each person, party, or parties submitting the bid and all persons interested therein.
- The bid and all submitted documents shall be typewritten.
- Bids shall not contain any erasures or corrections. Bids containing erasures or corrections may be rejected unless the erasures or corrections are explained or noted over the signature of the Bidder.
- The bid shall be signed in ink by a person authorized to sign the bid on behalf of the person or principal submitting the bid. The signer shall be authorized to bind the Bidder.
- The bid shall be enclosed in sealed opaque envelope addressed to:

Jeff Jordan  
Berlin Township Fiscal Officer  
Berlin Township Office  
3271 Cheshire Road  
Delaware, Ohio 43015

- The envelope shall be marked: "Response to RFB for Mowing, Trimming, and Fertilizing of Berlin Township Cemeteries, Township Hall, and Fire Station."

### **5.3 Bid Submission**

Bids shall be submitted as follows:

- Bids will be received during standard business hours (10:00 a.m. to 2:00 p.m. Monday through Friday) beginning January 16m, 2025 until 2:00 p.m. local time on January 31, 2025. Bids received after this time and date shall not be considered and will be returned unopened.
-

Bids will be received at and shall be either mailed or delivered to:

Jeff Jordan  
Berlin Township Fiscal Officer  
Berlin Township Office  
3271 Cheshire Road  
Delaware, Ohio 43015

- Mailed bids must be received at or before 2:00 p.m. local time on January 31, 2025.
- Bidders are responsible for the timely submission of bids.

#### **5.4 Bid**

The bid amount shall be the total price bid per mow/trim and the total price bid per application of fertilizer treatment. The total price bid per mow/trim is the total amount that the Bidder will charge the Board to completely mow/trim the grass one (1) time at all three (3) cemeteries as specified in this RFB, the Berlin Township Hall, and the Berlin Township Fire Station all in accordance with the detailed specifications contained within the RFB. Additionally, the total price bid per application of fertilizer treatment is the total amount that the Bidder will charge the Board to completely apply a fertilizer treatment one (1) time at all three (3) cemeteries as specified in this RFB, the Berlin Township Hall, and the Berlin Township Fire Station all in accordance with the detailed specifications contained within the RFB.

Beginning on the fifteenth (15<sup>th</sup>) day of April and ending on the sixteenth (16<sup>th</sup>) day of November of each year of the Contract, the rate charged per mow/trim will be charged to the Board each time, which shall not be more than once a week, that the Bidder mows/trims all three (3) cemeteries as specified in the RFB, the Berlin Township Hall, and the Berlin Township Fire Station. Additionally, beginning on the fifteenth (15<sup>th</sup>) day of April and ending on the sixteenth (16<sup>th</sup>) day of November of each year of the Contract, the rate charged per application of fertilizer treatment will be charged to the Board each time, which shall not be more than once a week, that the Bidder applies a fertilizer treatment on all three (3) cemeteries as specified in the RFB, the Berlin Township Hall, and the Berlin Township Fire Station.

#### **5.5 Bid Organization**

Bids shall be organized in the following sections. The sequence of the sections shall be the same as the sequence of the sections in the list below.

##### **A. Cover Letter**

The cover letter shall meet the following requirements:

- Be in the form of a standard business letter.
- Contain a statement guaranteeing the validity of the bid for a period of no less than sixty (60) days after bid opening date although not accepted or rejected.
- Contain a statement certifying bidder's compliance with the minimum contractor qualifications as provided in this RFB.

- Be signed by an individual authorized to legally bind the Bidder.
- Contain the name, address, telephone number, facsimile number, and email address of:
  - Contact person with authority to answer questions regarding the bid.
  - Contact person to be notified regarding legal/contractual issues.

## **B. Bid Form**

The fully completed Bid Form as contained in this RFB. Included on the Bid Form or, if necessary, attached sheet shall be the following:

- Bidder contact information
- The total price bid per mow/trim and the total price per application of fertilizer treatment
- History of the Bidder
- As much detail as possible about the Bidder's capabilities
- As much detail as possible about the Bidder's experience relating to the specifications contained in this RFB
- Two (2) non-Contractor owned or non-business partner customer references where the Bidder has provided similar Services

## **C. RFB**

A complete copy of RFB with all blanks completed shall accompany the bid.

## **D. Forms**

The following forms attached to and/or required by this RFB shall accompany the bid:

- Affidavit of Authority to Sign on Behalf of the Principal
- Non-Discrimination Form
- Personal Property Tax Affidavit (No Tax Owed or Tax Owed)
- Non-Collusion Affidavit
- OPERS Non-Member Acknowledgment Form
- Bid Security
- Any other form required by this RFB

All forms shall be fully completed. All above referenced affidavits and forms are attached to this RFB and by this reference incorporated into this RFB and the Contract.

## **E. Required Documents**

The following documents shall accompany the bid:

- Completed W-9
- Proof of Insurance/Certificates of Insurance (worker's compensation and insurance policies required by RFB)

- Any other documents required by this RFB

All above referenced documents shall be furnished by the Bidder. By this reference the above referenced documents are incorporated into this RFB and the Contract.

#### **F. Additional Information**

Any additional information or attachments pertinent to the Contractor's bid not included under one of the required sections listed above.

#### **5.6 Failure to Submit Required Documents**

The failure of a Bidder to submit any affidavits, forms, or other documents required by this RFB and/or if any such affidavits, forms, or other documents are not fully executed may be grounds for rejection of the bid.

## **Section 6 – Evaluation of Bids and Award**

### **6.1 Evaluation Team**

A representative appointed by the Board will evaluate the bids and make a recommendation to the Board. The Board will be responsible for selecting the winning bid.

### **6.2 Evaluation**

Evaluation of responses to this RFB will consist of the following three (3) phases:

Phase I:        Verification of compliance by a Bidder to the minimum technical requirements of the RFB.

Phase II:       Evaluate the contents and merits of the bids.

Phase III:      Selection by the Board

The Board reserves the right to supplement or change the evaluation process or selection criteria.

#### **6.2.1 Phase I – Evaluation of Minimum Technical Requirements**

The first phase of the evaluation process consists of a review of all bids received to ensure that each bid meets the minimum technical requirements contained in this RFB, including, but not limited to, those identified below:

1. The Bidder must submit one (1) complete signed original of the bid by the bid submittal deadline.
2. The Bidder must sign the bid in accordance with this RFB.
3. The bid must include the documents, forms, and information as specified in this RFB and such documents, forms, and information must be completed.

Bids that have been determined not to have met one or more of the mandatory requirements will be excluded from any further consideration.

#### **6.2.2 Phase II – Evaluation of Contents, Merits, and Requirements**

The second phase of the evaluation process will only include those bids meeting the minimum technical requirements as provided in Section 6.2.1 above (i.e. passing Phase I of the evaluation process.). Such bids will be evaluated based on, including, but not limited to:

- The contents of the bid.
- The merits of the bid.
- The experience of the Bidder.
- Favorable References.
- The ability of the Bidder to provide the Services.

- The ability of the Bidder to act timely in providing the Services.
- The cost of the Services.

Bidders submitting bids may be requested to make a presentation to the Board to explain the bid and to answer any questions. These discussions will be with the Bidders deemed fully qualified and best suited among those submitting bids on the basis of the factors listed above.

Bids will be ranked according to the lowest and best.

### **6.2.3 Phase III - Selection by Board**

The Board shall award the Contract to the bidder deemed to have submitted the lowest and best bid, as determined solely by the Board and/or its representative(s). The Board reserves the right to reject any and/or all bids, or any portion of any and/or all bids, to waive informalities or irregularities that do not affect the substance of the specifications and contents of the RFB and to award a contract in the manner deemed to be in the best interest of the Board and Berlin Township, Delaware County, Ohio.

### **6.3 Award**

The Contract will be awarded as follows:

- A. Except as otherwise provided in this Contract, ALL BIDS OPENED SHALL BE FINAL.
- B. The Board reserves the right to consider all elements entering into the question of determining the responsibility of the Bidder, his or her agents or representatives.
- C. Any bid which, in the judgment of the Board, is incomplete, conditional, obscure, or which contains irregularities that affect the substance of the specifications and contents of the RFB, may be rejected.
- D. The Board shall award the Contract to the bidder deemed to have submitted the lowest and best bid, as determined solely by the Board and/or its representative(s). The Board reserves the right to reject any and/or all bids, or any portion of any and/or all bids, to waive informalities or irregularities that do not affect the substance of the specifications and contents of the RFB and to award a contract in the manner deemed to be in the best interest of the Board and Berlin Township, Delaware County, Ohio.
- E. The Contract shall be in writing.
- F. The Contract shall be in the form included in this RFB.
- G. Upon execution of the Contract, the Board shall return, in a timely manner, the bid security/bond of all unsuccessful bidders.

#### **6.4 Mathematical Error**

In the case of a bid being substantially lower than other bids as the result of a mathematical or clerical mistake by a bidder in preparing its bid, as opposed to a judgment mistake, the Board may, prior to award of a contract, reject such a bid upon presentation of a petition from the Bidder accompanied by a sworn affidavit of error setting forth the error, the cause thereof, and sufficient evidence to substantiate the same as a mathematical or clerical mistake and not a mistake of judgment. The petition must be made in writing and filed with the Board within two (2) business days after the bid opening.

## **Section 7 – Terms and Conditions**

### **7.1 Contractor Acknowledgment**

By submitting a bid, the Bidder makes the following acknowledgments:

- The Bidder acknowledges that the Bidder has fully and completely read and reviewed this RFB, that the Bidder fully and completely understands this RFB, and the Bidder agrees to be bound by all its terms, requirements and conditions.
- The Bidder acknowledges and understands that the Contract is not valid until it has been approved by the Board and all other necessary and applicable persons, entities, or Parties.

### **7.2 Reservation of Rights**

The Board reserves the following rights in relation to any submitted bid and/or the Contract:

- A. The right to disqualify any bid that takes Exception to or limits the rights of the Board.
- B. To refuse any bid not properly submitted in accordance with the requirements of this RFB.
- C. To reject incomplete bid forms.
- D. To reject the selected bid and/or other bids at any time prior to execution of the Contract.
- E. The right to cancel this RFB at any time.
- F. To reduce the scope of services required herein and to negotiate the price to reflect such change after award of the Contract.
- G. Within its sole discretion and based on the bids received, to award a contract to the selected bidder, or to award no contract at all.
- H. The Board shall award the Contract to the bidder deemed to have submitted the lowest and best bid, as determined solely by the Board and/or its representative(s). The Board reserves the right to reject any and/or all bids, or any portion of any and/or all bids, to waive informalities or irregularities that do not affect the substance of the specifications and contents of the RFB and to award a contract in the manner deemed to be in the best interest of the Board and Berlin Township, Delaware County, Ohio.



### **7.3 Independent Contractor**

The Contractor shall act in performance of this Contract as an independent contractor. As an independent contractor, the Contractor and/or its officers, officials, boards, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Board. The Contractor shall be responsible for payment of all employment related taxes, employee benefits, and Worker's Compensation premiums. Additionally, pursuant to Section 145.038 of the Ohio Revised Code, if the selected Contractor is an entity with fewer than five (5) individual employees, the Board shall require the Contractor to acknowledge, in writing on a form provided by the Ohio Public Employees Retirement System ("OPERS"), that the Contractor has been informed that the Board does not consider the Contractor a public employee and that no contributions will be made to the OPERS for the services provided under this Contract (see form provided).

### **7.4 Indemnification\_**

The Contractor shall provide indemnification as follows:

- A. To the fullest extent of the law and without limitation, the Contractor agrees to indemnify and hold free and harmless the Indemnified Parties from any and all actions, claims, suits, demands, judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees, arising out of or resulting from any accident, injury, bodily injury, sickness, disease, illness, death, or occurrence, regardless of type or nature, negligent or accidental, actual or threatened, intentional or unintentional, known or unknown, realized or unrealized, related in any manner, in whole or in part, to the Contracted Parties performance of this Contract or the Contracted Parties' actions or omissions. The Contractor agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties that the Contractor shall, at its own expense, promptly retain defense counsel to represent, defend, and protect the Indemnified Parties, paying any and all attorney's fees, costs, and expenses. The Contractor further agrees that in the event of or should any such actions, claims, suits, or demands be brought against the Indemnified Parties, that the Contractor shall pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.
- B. The Contractor shall assume full responsibility for, pay for, and shall indemnify and hold free and harmless the Indemnified Parties from any harm, damage, destruction, injury, or loss, regardless of type or nature, known or unknown, realized or unrealized, to any property, real or personal, belonging to the Indemnified Parties or others, including but not limited to real estate, buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts arising out of or resulting in whole or in part from any acts or omissions negligent or accidental, actual or threatened, intentional or unintentional of the Contracted Parties.

## 7.5 Insurance

The Contractor shall carry and maintain current throughout the life of the Contract such bodily injury and property damage liability insurance as will protect it and the Indemnified Parties against any and all claims for personal injury, including death, or property damage, which may arise out of or result from the performance of or operations under this Contract or from the use of any vehicle(s) in connection therewith, and shall include coverage for indemnification as described above.

Prior to commencement of this Contract, the Contractor shall present to the Board current certificates of insurance, and shall maintain current such insurance during and throughout the entire term of this Contract. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

- A. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed.
- B. Commercial General Liability Insurance with coverage in an amount equal to and covering all sums which the Contractor may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of or at least One Million Dollars (\$1,000,000.00) coverage per occurrence with an annual aggregate of at least Two Million Dollars (\$2,000,000.00), including coverage for subcontractors, if any are used, covering any and all work performed under this Contract.
- C. Umbrella or Excess Liability Insurance (over and above Commercial General Liability) with coverage in an amount equal to and covering all sums which the Contractor may or shall become legally obligated to pay as damages, but in an amount providing for a minimum of at least Two Million Dollars (\$2,000,000.00) of coverage.
- D. Auto/Vehicle Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work required under this Contract and/or used in providing services or otherwise for the Board, with coverage in an amount equal to that required by law and covering all sums which the Contractor may or shall become legally obligated to pay as damages, but in an amount providing for minimum coverage of at least Three Hundred Thousand Dollars (\$300,000.00) (Combined Single Limit) or, One Hundred Thousand Dollars (\$100,000.00) per person and Three Hundred Thousand Dollars (\$300,000.00) per accident for bodily injury and One Hundred Thousand Dollars (\$100,000.00) per accident for property damage or more as may be required for particular vehicles or particular uses of vehicles as required by applicable law.

The Board must be named as "Additional Insured" on the policies listed in paragraphs B, C, and D above.

The insurance company needs to be identified for each insurance policy and coverage. The certificates of insurance are to be signed by a person authorized by the insurance company to bind coverage on its behalf.

All insurance shall be written by insurance companies licensed to do business in the State of Ohio.

The Contractor's insurance coverage shall be primary insurance as respects the Indemnified Parties and any insurance maintained by the Indemnified Parties shall be excess to the Contractor's insurance and shall not contribute to it.

The insurer shall provide thirty (30) days' written notice to the Board before any cancellation or non-renewal of insurance coverage. Failure to provide such written notice will obligate the insurer to provide coverage as if cancellation or non-renewal did not take place.

If there is any change in insurance carrier or liability amounts, a new certificate of insurance must be provided to the Board within seven (7) calendar days of change.

During the life of the Contract, the Board may require the Contractor to provide respective and/or additional certificate(s) of insurance in order to verify coverage. Failure to provide a requested certificate of insurance within seven (7) calendar days of the request may be considered as default.

Failure to maintain the required insurance coverage at any time during the term of the Contract shall be deemed a material breach of the Contract. Such failure shall render the Contract void in its entirety and the Contractor shall not be entitled to any payment pursuant to the Contract or otherwise.

In addition to the rights and protections provided by the insurance policies as required above, the Board shall retain any and all such other and further rights and remedies as are available at law or in equity.

## **7.6 Bid Security/Bond**

Each bid shall be accompanied by bid security in accordance with Sections 307.88 and 153.54, et seq., of the Ohio Revised Code in the form of either:

- A. A bond in favor of the Board. Said bond shall be in accordance with Ohio Revised Code Sections 307.88 and 153.54, et seq. and be in the amount of Five Hundred Dollars and No Cents (\$500.00). The bond shall be substantially in the form provided in Ohio Revised Code Section 153.571 (See form provided or a standard bond form in accordance with Ohio Revised Code Section 153.571 from any surety company or corporation authorized to do business within the State of Ohio is acceptable.) The bond shall be made payable to the Berlin Township Board of Trustees, Delaware County, Ohio, referencing this RFB. 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; or,
- B. A certified check, cashier's check, or money order. Said certified check, cashier's check, or money order shall be in accordance with Ohio Revised Code Sections 307.88 and 153.54, et seq. and be in the amount of Five Hundred Dollars and No

Cents (\$500.00). The certified check, cashier's check, or money order shall be drawn on a solvent bank or savings and loan association. Such certified check, cashier's check, or money order shall be in favor of or made payable to the Berlin Township Board of Trustees, Delaware County, Ohio.

The bid security, regardless of form, shall be conditioned that the Bidder, if the Bidder's bid is accepted, shall execute a proper contract in conformity to the invitation and the bid.

The bid security/bond shall conform to the requirements of Ohio Revised Code Sections 307.88 and 153.54, et seq.

If the Bidder fails to enter into the Contract within ten (10) days after award of the bid, the bid security shall be subject to forfeiture as provided in Ohio Revised Code Section 153.54, et seq. Should the Bidder appropriately and timely enter the Contract, the bid security will be returned. The bid security of all unsuccessful bidders will be returned upon execution of the Contract.

If the bid security is in the form of a bond, the surety company providing the bond shall have a minimum policy holder's rating of A- and a minimum financial rating of VI and in all other respects be acceptable to the Board.

Attorneys-in-fact who sign the bond must file a certified and effectively dated copy of their power of attorney evidencing their authority to sign and bind the surety company, together with a copy of the Certificate of Authority issued by the Ohio Department of Insurance authorizing the surety company to engage in such business in the State of Ohio.

## **7.7 Performance Bond**

Pursuant to R.C. § 307.89, as a condition to entering a contract, the successful bidder shall be required to faithfully perform all things to be done under the Contract. No performance bond is required.

## **7.8 Damages in the Event of Default**

The Board declares and the Contractor acknowledges that the Board may suffer damages due to the failure of the Contractor to act in accordance with the requirements, terms, specifications, and conditions of the Contract. The Board declares and the Contractor agrees that such failure shall constitute an event of default on the part of the Contractor and the Contractor agrees to pay damages to the Board to compensate the Board for any damages it incurs as a result of the default. The Contractor agrees that if the Board does not give prompt notice of such a failure, that the Board has not waived any of its rights or remedies concerning the failure by the Contractor.

In the event of default by the Contractor, the Board may procure the Services from other sources and hold the Contractor responsible for any excess costs occasioned thereby.

## **7.9 Termination**

### **A. Termination for Convenience**

Within its sole discretion, the Board may terminate this Contract at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the Contractor. The Contractor shall be entitled to receive compensation for any Services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

### **B. Breach or Default:**

Upon breach or default of any of the provisions, obligations, or duties embodied in this Contract, the aggrieved Party shall provide written notice of the breach or default to the breaching or defaulting Party and permit the breaching or defaulting Party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Contract may, at the election of the aggrieved Party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, the Contractor shall be entitled to receive compensation for any Services satisfactorily performed hereunder through the date of termination.

### **C. Effect of Waiver of any Occurrence of Breach or Default:**

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If either Party fails to perform an obligation or obligations under this Contract and such failure(s) is (are) waived by the other Party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by the Board shall be authorized in writing and signed by a quorum of the Board.

## **7.10 Subcontracting**

The Contractor may sub-contract any portion of this Contract. If Services are subcontracted, the Contractor shall continue to act as the prime contractor for all subcontracted Services and shall assume full responsibility for the performance of the Services. The Contractor will remain the sole point of contact and shall be ultimately responsible for the performance of the Services.

## **7.11 Assignment**

The Contractor shall not assign, transfer, convey, or otherwise dispose of the Contract or its right to execute it or its right, title, or interest to it or any part thereof, or assign any of the moneys due or to become due under the Contract, without the prior written consent of the Board.

## **7.12 Inspection and Maintenance of Records and Work Papers/Audit**

At any time during regular business hours, with reasonable notice and as often as the Board or their representatives may deem necessary, the Contractor shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, reports, documents and all other information or data relating to all matters covered by this Contract. The Board or its representatives shall be permitted by the Contractor to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Contract.

The Contractor, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Contract, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Contract. If an audit, litigation, or other action is initiated during the time period of this Contract, the Contractor shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

## **7.13 Notices**

All notices which may be required by this Contract or by operation of any rule of law shall be hand delivered, sent via certified United States Mail, return receipt requested, sent via a nationally recognized and reputable overnight courier, return receipt requested, or via facsimile, to the following individuals at the following addresses and shall be effective on the date received:

Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Fax: \_\_\_\_\_

Board:

Jeff Jordan  
Berlin Township Fiscal Officer  
Berlin Township Office

3271 Cheshire Road  
Delaware, Ohio 43015

Fax: (740) 548-7458

#### **7.14 Equal Employment Opportunity**

In fulfilling the obligations and duties of the Contract, the Contractor shall comply with all federal, state, and/or local non-discrimination laws.

The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, religion, national origin, color, creed, gender, sexual orientation, age, Vietnam-era Veteran status, or disability, as defined in the Americans with Disabilities Act. The Contractor shall ensure that applicants are hired and that employees are treated during employment without regard to any of the above listed factors. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that the Contractor complies with all applicable federal, state, and local non-discrimination laws. The Contractor shall incorporate the foregoing requirements of this section in all of its contracts for any of the work prescribed herein, and shall require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

#### **7.15 Drug Free Environment**

The Contractor agrees to comply with all applicable state and federal laws regarding drug-free environment and shall have established and have in place a drug-free environment policy. The Contractor shall make a good faith effort to ensure that all of its employees will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

#### **7.16 Findings For Recovery**

The Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

#### **7.17 Campaign Finance Certification**

The Contractor certifies that it is in full compliance with R.C. § 3517.13.

#### **7.18 Non-Collusion**

The Bidder/Contractor certifies as follows:

- This Bid/Contract is not entered or made in the interest of or on behalf of an undisclosed person, partnership, company, association, organization, or corporation.
- This Bid/Contract is genuine and not collusive or a sham.

- The Bidder/Contractor has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid.
- The Bidder/Contractor has not directly or indirectly colluded, conspired, connived or agreed with any Bidder or anyone else to put in a sham Bid or that anyone shall refrain from Bidding.
- The Bidder/Contractor has not directly or indirectly colluded, conspired, connived or agreed with any other person or entity concerning or regarding this Contract.
- The Bidder/Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of this Contract, to fix any overhead, profit or cost element of this Contract, or to secure any advantage against the Board or anyone interested in this Contract.
- The Bidder/Contractor has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of said Bidder or any other Bidder, or to fix any overhead, profit or cost element of such Bid price or that of any other Bidder, or to secure any advantage against the Board or anyone interested in the proposed Contract.
- This Bid/Contract is not a product of collusion with any other vendor, person, or entity, and no effect has been made to fix any overhead, profit or cost element of any proposed price.
- The Bidder/Contractor is unaware of and there is no conflict of interest, either involving it or its employees that would prohibit the Bidder/Contractor from entering this Contract.
- The Bidder has not, directly or indirectly, submitted its Bid price or any breakdown thereof, or the contents thereof, or divulged any information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with the Bidder in its general business.
- All statements contained in the Bid are true.
- All statements contained in the Contract are true.

### **7.19 Conflict of Interest**

The Contractor agrees that no agent, officer, or employee of the Board during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

The Contractor agrees that it will not employ in any manner a current Board officer or employee for a minimum period of one (1) year from the expiration or termination of this Contract, without the prior express written consent of the Board.

No personnel of the Contractor may voluntarily acquire any personal interest that conflicts with their responsibilities under the Contract.

The Contractor will not knowingly permit any public official or public employee who has any responsibilities related to the Contract to acquire an interest in anything or any entity under the Contractor's control if such an interest would conflict with that official's or employee's duties. The Contractor will disclose to the Board knowledge of any such person who acquires an incompatible or conflicting personal interest related to the



Contract. The Contractor will take all legal steps to ensure that such a person does not participate in any action affecting the work under the Contract, unless the Board has determined that, in the light of the personal interest disclosed, that person's participation in any such action would not be contrary to the public interest.

## **7.20 Conflicts of Terms, Conditions, or Provisions**

To the extent that the terms, conditions, or provisions of this RFB/Contract and any bid submitted by the Contractor may be inconsistent, the terms, conditions, or provisions of this RFB/Contract control.

## **7.21 Headings**

Headings in this RFB/Contract are for convenience only and shall not affect the interpretation of any of the terms and conditions contained in this RFB/Contract.

## **7.22 Severability**

If any provision of this RFB/Contract or the application of any such provision shall be held by a court of competent jurisdiction to be contrary to law or invalid, the remaining provisions of this RFB/Contract shall remain in full force and effect.

## **7.23 Incorporation of RFB into Contract**

The legal notice, this RFB and all of its appendixes and attachments, any addenda, modification, or supplement to the RFB, and the Contractor's bid are by this reference incorporated into the Contract.

## **7.24 Incorporation of Appendixes**

All appendixes, forms, and other documents as completed by the Contractor and contained in and/or referenced in this RFB are hereby incorporated into this RFB and the Contract.

## **7.25 Force Majeure**

The Parties shall be temporarily excused from performance and shall not be entitled to impose any penalty as a result of any delay in performance caused by reason of war, insurrection, strike, automobile fuel shortage, weather, explosion, act of God, order of Court or other public authority, interruption of payments due under this Contract, or any other cause beyond the reasonable control of the Parties. Such excusal from performance shall continue until such *force majeure* ceases to exist or the Contract is terminated as provided herein.

## **7.26 Governing Law**

This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

#### **7.27 Authority to Sign**

Any person submitting a bid pursuant to this RFB and executing the Contract in a representative capacity hereby warrants that he/she has authority to submit a bid and sign this Contract or has been duly authorized by his/her principal to submit a bid and execute this Contract on such principal's behalf.

#### **7.28 Entire Agreement**

The legal notice, this RFB and all of its appendixes and attachments, any addenda, modification, or supplements to the RFB, and the Contractor's bid shall constitute the entire understanding and agreement between the Board and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.