

**INVITATION FOR BID**

**IFB No. 1909**

**CITY OF PIQUA, OHIO**

**Purchasing Department  
201 W. Water St.  
Piqua, Oh 45356**

Date: January 23, 2019

For further information contact:  
**Bev Yount, CPPB  
Purchasing Analyst  
Phone: 937-778-4002  
Fax: 937-778-1130  
Email: [byount@piquaoh.org](mailto:byount@piquaoh.org)**

Your written bid is requested for: Municipal Government Complex Landscape Maintenance per the included bid form and specifications.

Bids must be received in the Purchasing Office, 201 W. Water St., Piqua, OH 45356  
no later than: 2:00 P.M. Friday, February 8, 2019

Envelopes shall be plainly marked: **IFB 1909 MGC Landscape Maintenance** on left, lower corner of envelope

User agency: Engineering Department

Submit signed original bid and one (1) copy of the bid.

**Bidder is requested to use the City's bid form that is enclosed, as none other will be accepted.**

LEGIBLE INFORMATION MUST BE GIVEN IN THE SPACES PROVIDED.

A copy of the Bid Tabulation may be obtained by sending a stamped self-addressed envelope.

All federal, state, and local laws regarding competitive bidding, anti-competitive practices, and conflict of interest shall be applicable to this I.F.B.

Bids are to include all shipping costs to the point of delivery as indicated above.

The City of Piqua is exempt from payment of federal excise taxes and state retail sales taxes (Federal Excise Tax Exemption Certification No. 31-6000136).

State Manufacturer and Model No. of items you are bidding and send DESCRIPTIVE LITERATURE on same with your bid. Any brand names on our bid form are to establish quality levels and do not indicate preference.

The City of Piqua reserves the right to reject any or all bids, to waive any irregularities in a bid, or to accept the bid or bids which the judgment of proper officials, is to the best interest of the City.

The City of Piqua reserves the right to accept a part or parts of a bid unless otherwise restricted in the bid. If you are not in a position to quote, advise to this effect so we may keep your name on our active vendor list.

Local Preference of 5% may apply to this bid.

**BID to the  
City of Piqua, Ohio  
Purchasing Department**

Please Reply to I.F.B. 1909

No Later Than: 2:00 p.m. 2/8/19

The undersigned proposes and agrees to furnish any or all items bid at the prices stated herein.

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1. Provide all needed material, labor, equipment, etc. to do work as described in the attached scope of work for the Municipal Government Complex Landscaping Maintenance in Piqua, OH 45356. The Local Preference Purchasing Program pursuant to Piqua Code Section 34.22 will be applied to this project. We are looking for a partner that shares our desire to make these areas of our City look impeccable.

**Total price for Routine Maintenance Scope of Work**                      \$ \_\_\_\_\_ **total**

Contact Bob Graeser at 937-778-2004 or [bgraeser@piquaoh.org](mailto:bgraeser@piquaoh.org) with any questions regarding the scope of work.

The successful bidder must have and maintain current workers compensation insurance, comprehensive general liability and automobile insurance for bodily injury, death or loss of or damage to property of third persons in the minimum amount of \$1,000,000.00 per occurrence with the City of Piqua as an additional named insured.

THE UNDERSIGNED HEREBY CERTIFIES THAT ITEMS FURNISHED AS A RESULT OF THIS BID WILL BE IN FULL ACCORDANCE WITH THE CITY OF PIQUA SPECIFICATIONS APPLYING THERETO UNLESS EXCEPTIONS ARE STATED ABOVE. THE CITY OF PIQUA RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, TO WAIVE ANY IRREGULARITIES IN A BID, OR TO ACCEPT THE BID OR BIDS WHICH THE JUDGMENT OF PROPER OFFICIALS, IS TO THE BEST INTEREST OF THE CITY. THE CITY OF PIQUA RESERVES THE RIGHT TO ACCEPT A PART OR PARTS OF A BID UNLESS OTHERWISE RESTRICTED IN THE BID.

All delivery costs are included in this quotation regardless of F.O.B. designation.

Bidding Company: \_\_\_\_\_

Cash Discount Allowed: \_\_\_\_\_ % 10<sup>th</sup> Proximo.  
Leave blank if your terms are Net 30 days.

Address: \_\_\_\_\_

Delivery will be made within \_\_\_\_\_ calendar days after receipt of order.

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

By: \_\_\_\_\_  
Name and Title (please print or type)

Prices quoted will remain firm for acceptance within 90 calendar days after bid opening unless otherwise stated.

Signature: \_\_\_\_\_

Phone No.: \_\_\_\_\_ /Fax No.: \_\_\_\_\_

Fed. I.D. No.: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Standard Terms and Conditions

1. **BILLING:** All goods or services must be billed to the City of Piqua and at prices not exceeding those stated on the purchase order. If prices or terms do not agree with your quotation, you must notify the Purchasing Department within three business days or your disagreement is waived.
2. **INVOICE:** Prepayment or progress payments are not permitted unless prior permission is obtained from the Finance Department. All invoices are to be in duplicate and are to be mailed to the Finance Department and shall reference the City's purchase order number. Failure to include the purchase order number may prevent timely payment. Each purchase order must be invoiced separately. Unless specified otherwise, the invoice will only be paid upon completion of the order. The City of Piqua may issue payments to vendors electronically upon mutual agreement of both parties.
3. **CASH DISCOUNTS:** All cash discount terms will be effective from date of actual receipt and acceptance of the items purchased, or receipt of correct and acceptable invoice, whichever is later.
4. **FREIGHT:** NO COLLECTION FREIGHT SHIPMENTS WILL BE ACCEPTED. All quotations are solicited on a "delivered price" basis. When, in rare instances, the City accepts a quotation not including all shipping charges, your claim for reimbursement, must be itemized on the invoice and supported with a copy of the original freight bill.
5. **TAXES:** The City of Piqua is exempt from payment of Federal excise taxes and State retail sales taxes. Our Federal Excise Tax Exemption Certificate Number is 31-6000136. You are responsible for all Social Security taxes and Workers' Compensation contributions for yourself or any of your employees.
6. **DELIVERIES:** All deliveries on this order must be in full accordance with specifications, properly identified with the purchase order number and must not exceed the quantities specified.
7. **CANCELLATION:** The City of Piqua reserves the right to cancel this order by written notice if you do not fulfill your contractual obligations with respect to timeliness, quality and/or any other reason.
8. **DEFAULT PROVISIONS:** In case of your default, the City of Piqua may procure the items from other sources and hold you responsible for any excess costs occasioned thereby and any other damages permitted by law, if you have been notified in writing by the City of Piqua you are in default and you have failed to cure the default within the time specified.
9. **NO VERBAL AGREEMENTS:** The City of Piqua will be bound only by the terms and conditions of this order, and will not be responsible for verbal agreements made by any officer or employee of the City of Piqua. In order to be binding on the parties, any changes made to these Terms and Conditions shall be in writing and signed by both parties.
10. **PATENT AND COPYRIGHT INFRINGEMENT:** It is hereby understood (and by acceptance of this order) you agree to defend, indemnify and save harmless the City of Piqua, Ohio, its officers, agents and employees from any and all loss, costs or expense on account of any claim, suit or judgment as a result of, caused by, or incident to any patent, copyright or trademark infringement and/or royalty, actual or claimed, because of the use or disposition by said City of any article enumerated on this order and sold to said City pursuant to this order.
11. **INSPECTION:** The City of Piqua may inspect the items ordered hereunder during their manufacture, construction and/or preparation at reasonable times and shall have the right to inspect such items at the time of their delivery and/or completion. Items furnished hereunder may at any time be rejected for defects revealed by inspection, analysis, or by manufacturing operations or use after delivery even though

- such items may have previously been inspected and accepted. Such rejected items may be returned to you for full refund to City of Piqua including shipping and transportation charges.
12. **WARRANTY:** You warrant that the items and their production or completion shall not violate any federal, state or local laws, regulations or orders. You warrant all items delivered hereunder to be free from defects of material or workmanship, to be good quality, and to conform strictly to any specifications, drawings or samples which may have been specified or furnished by the City of Piqua, and you further warrant that you have good title to the items free and clear of all liens and encumbrances and will transfer such title to the City of Piqua. Said warranties shall not negate nor limit any implied warranties of merchantability or fitness. This warranty shall survive any inspection, delivery, acceptance or payment by the City of Piqua.
  13. **RISK OF LOSS:** Title and risk of loss to and with respect to the items shall remain with you until the items in a complete state have been delivered to and accepted by the City of Piqua or to an agent or consignee duly designated by the City of Piqua at the location specified on the face hereof, items which are to be shipped shall be shipped F.O.B. destination unless otherwise specified by the City of Piqua. A packing slip must accompany each such shipment and if a shipment is to a consignee or an agent of the City of Piqua, a copy of the packing slip shall be forwarded concurrently to the City of Piqua. If no such packing slip is sent, the count or weight by the City of Piqua or its agent or consignee is agreed to be final and binding on you with respect to such shipment.
  14. **SAVE HARMLESS:** You shall indemnify and hold the City of Piqua, its officers, elected officials, agents, consignees, employees, volunteers, and representatives harmless from and against all expenses, damages, claims, suits, or liabilities (including attorney's fees of the City of Piqua) of every kind whatsoever by reason of, arising out of, or in any way connected with, accidents, occurrences, injuries or losses to or any person or property which may occur before or after acceptance of the completed items by the City of Piqua upon or about in any way due to resulting from, in whole or in part, the preparation, manufacture, construction, completion, and/or delivery of the items, including such as are caused by your subcontractors and excluding only such as are caused by the sole negligence of the City of Piqua other than where the City of Piqua's negligence consists of its failure to discover a condition caused or permitted to exist by you or any subcontractor of yours.
  15. **INSURANCE:** If requested by the City of Piqua, you shall maintain policies of liability insurance such types and such amounts and with such companies as may be designated by the City of Piqua, which policies shall be written so as to protect the City of Piqua and you from the risks enumerated in Section 14. Such policies of insurance shall not be cancelable except upon thirty (30) days written notice to the City of Piqua and proof of such insurance shall be furnished by you to the City of Piqua. In addition, such policies shall protect all your subcontractors. You agree to make prompt written report to the insurance company involved of all accidents, occurrences, injuries or losses which may occur and of any and all claims made against the persons insured under said policies of insurance and to send copies of such reports to the City of Piqua within twenty-four (24) hours of the time that you obtained knowledge of the occurrence thereof.
  16. **SPECIFICATIONS CONFIDENTIAL:** Any document marked confidential or proprietary, received from The City of Piqua, shall not be released by the Company prior to the City's consent that the information to be released is disclosable and/or a public record. The City shall receive immediate notice of any other document disclosed by the Company.
  17. **EXAMINATION OF PREMISES:** If work is to be performed hereunder on the premises of the City of Piqua, you represent that you have examined the premises and any specifications or other documents furnished in connection with the items and that you have satisfied yourself as to the condition of the premises and site and agrees that no allowance shall be made in respect of any error as to such on your part.
  18. **CLEANING OF PREMISES:** If work is to be performed hereunder on the premises of the City of Piqua, you shall at all times keep the premises free from accumulation of waste material or rubbish. At the completion of the items you shall leave the premises and the items broom-clean.
  19. **EQUAL EMPLOYMENT OPPORTUNITY:**
    - (a) You agree that you will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age, marital status, or handicap with respect to employment, upgrading promotion, or transfer, recruitment or recruitment advertising, lay-off determination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
    - (b) It is expressly agreed and understood by you that Section 19 (a) constitutes a material condition of this contract as fully as specifically rewritten herein, also that failure to comply therewith shall constitute a breach thereof entitling the City to terminate the contract at its option.
  20. **AGREEMENT TO BE EXCLUSIVE:** This purchase order contains the entire agreement between the parties and supersedes all other oral agreements only when there is no executed contract between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this purchase order or any representation inducing the execution and delivery of this purchase order, except such representations as are specifically set forth here, and each party acknowledges that it has relied on these representations in connection with its dealings with the other.
  21. **GOVERNING LAW:** This purchase order, the performance under it, and all suits and special proceedings under it, shall be construed in accordance with the laws of the State of Ohio. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this agreement, the laws of the State of Ohio shall be applicable and shall govern to the exclusion of the laws of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.
  22. **ADDITIONAL RIGHTS:** Any rights or remedies granted to the City of Piqua in any part of this purchase order shall not be exclusive of, but shall be in addition to, any other rights or remedies granted in another part of this purchase order and any other rights or remedies that the City of Piqua may have at law or in equity in any such instance. Any litigation arising from disputes herein shall be instituted only in Miami County, Ohio.
  23. **GOVERNING DOCUMENT:** Should there be any conflict between the terms of the executed contract and this purchase order, the terms of the contract govern.
  24. **INDEPENDENT CONTRACTOR:** The contractor, his assigns, heirs, successors, employees and any and all subcontractors are independent contractors and are not agents and/or employees of the City of Piqua.
  25. **ASSIGNMENT:** This purchase order is not assignable to any other entity or contractor. Assignment of the purchase order shall void the purchase order.

## **Scope of Work:**

### **City of Piqua Landscape Maintenance Municipal Government Complex**

#### **Scope of Work:**

The City of Piqua requests a qualified landscape contractor to modify and maintain the Municipal Government Complex landscaping area according to the following specifications. The objective of this project is to have the city building landscaping look pristine and clean at all times, and to showcase the grounds around the city building.

- All lawn/turf areas to be fertilized four times per year, this to include weed control, and turf stabilization to promote very lush turf throughout the year. Grass is to be cut not to exceed 3 ½” in height, and to include around the Fire Dept. All grass clippings are to be blown from all walk spaces, or bagged and removed from site.
- All beds are to be mulched twice a year with premium black mulch; mulch must be approved by building manager before installation. All beds are to be mulched no later than May 20<sup>th</sup>, at the conclusion of all the new plantings. In the month of September, another light mulching is required to be performed to give a clean, fresh appearance.
- All bushes and grasses are to be trimmed in prior to the installation of mulch in the Spring. Bushes that grow faster will require more frequent trimming to give a well-groomed appearance throughout the year.
- All trash, leaves and debris are to be removed weekly or more frequently if it is needed and this is to include all cigarette butts, cans and bottles.
- All annuals shall be installed after May 12, 2019 and not later than May 20, 2019, special consideration will be given if weather has prohibited good planting conditions.
- The awarded contractor will be responsible for watering of all the bedding plants.

- **Bed A-1**
  - Add Wave Petunias in the north section less than 12” apart to ensure full mounded grown at maturity.
  
- **Bed A-3**
  - Wave Petunias less than 12” apart to create a mounded effect.
  
- **Bed A-4**
  - Wave Petunias (to the south), with less than 12” spacing.
  
- **Beds B1, B2 and B3 and steel planters.**
  - Wave Petunias less than 12” apart to provide a full mound effect. Colors of the petunias will be determined before the start of the season.
  
- **Special Pots**
  - These large pots will be nursery grown and designed to fit the environment. They will be installed by the City of Piqua after Mother’s Day and will be removed after the completion of the growing season. Once the pots have been set on site, the awarded contractor will be responsible for watering these pots throughout the complete growing season. When the season is completed, the City will remove these pots and store them for the next season.
  
- All annuals are to be fertilized twice a week with floral fertilizer, such as Jack’s Blossom Booster or equal. All watering is to be performed by the awarded contractor.
  
- The City will not tolerate underperformance for this project. If the selected landscape contractor is not performing according to this agreement, they will be notified by letter, and if the landscape contractor’s performance is not changed, the City will terminate this agreement.
  
- The awarded contractor will not be permitted to subcontract this work to anyone that is not named on the bid documents. The awarded landscape contractor must have a sufficient labor force able to perform all above stated in the work scope. The lowest bidder will be required to give references of work that has been performed for another municipality or large commercial accounts within the last two years.
  
- The landscape contractor is expected to provide appropriate personal safety equipment for all workers on the job while working on the City property at all times. This also includes all mowers to have safety discharge on all mowers, and best practices, which include not operating mowing equipment over non-mowable surfaces, such as asphalt.

- Because of the size and scale of this project, this work can be performed during staff working hours, please park in areas that will not affect those doing regular City business.
- The awarded contractor will be permitted to display signage in landscaping upon approval of the City's building representative.

**Time Limits:**

This contract will be for a period of one year (2019), with an option for a renewal of two additional years (2020-21).

**Payment Terms:**

Contractor may invoice us and will be paid on a monthly basis. We will take your total bid price and divide it by 6 for a monthly amount. This will cover each month from May through October.

**Quality Control:**

The City of Piqua Engineering Department will monitor all maintenance of these zones to ensure City expectations are met. If expectations cannot be maintained, the City of Piqua will inform the landscaper they are not meeting the City's expectations and reserves the right to terminate the agreement at any point.

Landscaping Contractors:

Elliott Land and Hardscaping  
1608 Echo Lake Dr.  
Piqua, OH 45356

Casto-Anderson Landscaping, Inc.  
Matt Wyan 937-418-9656 matt-wyan@yahoo.com  
300 E. Ash St.  
Piqua, OH 45356

Ultimate Fence & Landscaping, LLC  
Aaron Schrubb ultimatefence.aaron@gmail.com  
P.O. Box 1131  
Piqua, OH 45356  
937-773-8581

Easy Lawn/Cruse Lawn Care  
Kurt Cruse 937-778-8056 kurtcruse@yahoo.com  
P.O. Box 1720  
Piqua, OH 45356

Outdoor Enterprise LLC  
8515 Lefevre Rd.  
Casstown, OH 45312

All-Pro Turf Landscape & Pond  
Jason Purdy/Ryan Cool allproturfland@aol.com  
210 Harrison St.  
Troy, OH 45373  
937-875-5553

Site Group Inc.  
2484 Addison-Carlisle Rd.  
New Carlisle, OH 45344  
937-845-7305

Tom's Lawn & Landscape  
18450 Johnston Rd.  
Sidney, OH 45365  
937-419-0478

White Landscaping  
Joe White joewhitelandscaping@gmail.com  
P.O. Box 195  
Sidney, OH 45365  
937-497-7897



Complete Lawn Specialists Inc.  
Cls\_lawns@yahoo.com  
P.O. Box 555  
Springboro, OH 45066  
937-746-2622

Kevin Flory Landscaping & Lawn Care Inc.  
info@florylandscaping.com  
1224 Ft. Jefferson Rd.  
Greenville, OH 45331  
937-548-2200

DreamLawn Inc.  
Ron McConnaughey ron@dreamlawninc.com  
9829 N. County Rd. 25-A  
Piqua, OH 45356  
937-773-8995 or 937-606-1188

Dailey's Lawn & Landscaping  
Pat Dailey [daileyslawn@aol.com](mailto:daileyslawn@aol.com)  
944 Pruden Ave.  
Dayton, OH 45403  
937-304-4676

John Weigel  
[Weigel49@gmail.com](mailto:Weigel49@gmail.com)  
937-570-3286

# EXHIBIT A

1-9-19

