

# Millcreek Township

## Request for Proposal for Lawn Services

The Township Trustees of Millcreek Township, Union County are seeking proposals from qualified lawn care professionals (“Contractor”) to preform lawn care at Millcreek Township properties. Proposals must be received no later 4:00pm on March 14, 2025.

### Scope of Work

- 1) The Contractor shall provide adequate lawn care equipment.
- 2) Mowing shall take place at the following properties:
  - a. Millcreek Township Hall, including baseball field and playground area, located at 10420 Watkins Road, Marysville
  - b. Watkins Cemetery located at Cemetery Road, Marysville.
  - c. Bouic Cemetery located at 14990 State Road, Ostrader.
- 3) The Contractor shall mow the grass as needed and as weather permits, to maintain an appropriate even height for the season to ensure a well-groomed and healthy appearance.
- 4) Mowing heights shall remain at or near 3 inches (between 2.5 and 4.0 inches would be acceptable).
- 5) Trash in the grass shall be picked up and disposed without mowing it over.
- 6) While the township regularly applies an herbicide around the township hall property, from time to time the Contractor may need to edge or trim around buildings, fences, playground and/or gravestones.
- 7) All work covered under this RFP must be performed between sunrise and sunset.
- 8) Mowing shall not take place during any burial or memorial services at the cemeteries or while the playground or ballfield are being used at the Township Hall.
- 9) All lawn services will be performed to the complete satisfaction of the Board of Township Trustees. If, in the opinion of the Board, the lawn care is insufficient or incomplete, the Contractor will make necessary corrections without additional cost.
- 10) Although mowing is not expected each week, the Contractor must ensure that the Township property is well-maintained at all times. Grass height and overall lawn appearance should be kept at an acceptable level, with mowing and other maintenance performed as needed.

**Contract Period:** The initial contract period shall be from April 1, 2025 through November 15, 2025. Millcreek Township has the option to renew the contract on an annual basis for up to two additional years with the Contractor.

Millcreek Township reserves the right to immediately terminate this contract at any time with cause or due to a breach. Additionally, the Township may terminate the contract without cause with 30 days' written notice.

**Personnel and Equipment:** The Contractor shall provide all equipment, supplies, and tools necessary to perform the services outlined herein. The Contractor is responsible for hiring, managing, and, if necessary, dismissing personnel as stated in the scope of work.

**Assignability:** Any assignment by the Contractor to a sub-Contractor shall be subject to prior written approval by the Millcreek Board of Trustees.

**Pricing:** The Contractor warrants that the pricing stated herein shall remain firm for a period of one (1) year from the first day of the contract period. Pricing shall include all charges that may be imposed in fulfilling the terms of the contract.

**Payment Terms:** Payment terms are NET 45 days following receipt of a correct invoice. Invoices must be submitted to the Millcreek Township Fiscal Officer.

**Insurance and Liability:** The Contractor shall, at their own expense, obtain and maintain General Liability Insurance as well as Automobile Insurance from a licensed insurance company to cover bodily injury and property damage resulting from the negligence of the Contractor, its agents and/or employees. The Contractor shall also maintain Worker's Compensation Insurance, as required by the laws of the State of Ohio. Upon request, the Contractor agrees to provide Millcreek Township proof of insurance throughout the term of this contract.

The Contractor shall take all necessary precautions to conduct the work safely and prevent injury to persons or damage to property. The Contractor is responsible for repairing or providing restitution for any damage caused to Millcreek Township property, including but not limited to fences, headstones, sidewalks, driveways, landscaping, buildings, and vehicles.

**General Indemnity:** The Contractor shall indemnify, hold harmless, and defend Millcreek Township, the Board of Township Trustees, and its employees and agents against all damages, liability claims, losses, and expenses, including attorney's fees, arising from or alleged to have arisen from the Contractor's performance of, or failure to perform, the work identified in this solicitation and any subsequent contract.

The Contractor assumes entire responsibility for losses, expenses, demands, and claims arising from injury (including death) or property damage. This includes any losses sustained by Millcreek Township, its officials (Township Trustees, Fiscal Officer, agents, or employees), or others. The Contractor agrees to defend Millcreek Township and its officials against any such claims and cover all associated damages, costs, and expenses.

As an integral part of this agreement, the Contractor agrees to purchase and maintain General Liability Insurance as outline above throughout the contract term. The obligations of the Contractor pursuant to this section shall not be limited in the amount or type of proceeds, damages, compensation, or benefits payable under any policy of insurance or self-insurance maintained by or for the use and benefit of the Contractor.

**Relationship of Parties:** The Contractor is an independent contractor and shall not be considered an employee of Millcreek Township for any purpose whatsoever. It is agreed that the Contractor will not be entitled to participate in or to receive the benefit of any employee plans or programs, including insurance of the Township. While the Contractor is responsible for achieving the results outlined in the Scope of Work, they retain control over the methods and means used to perform the services. This agreement does not grant the Contractor any right or authority to make any statements, representations, or commitments on behalf of the Township unless specifically authorized to do so in writing by the Board of Trustee.

**Taxes and other Charges:** The price of lawn care shall include all taxes, the Contractor is solely responsible for the withholding and payment of all federal, state, and local income taxes, Social Security taxes, unemployment taxes, employee benefits, disability insurance or similar items and/or any other costs which the Contractor shall incur in the performance of the agreement.

Millcreek Township is classified as a tax-exempt governmental organization. Do not include sales tax or use tax for any services or materials.

The Contractor shall be solely responsible for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise or be alleged to have arisen out of or in connection with the performance of, or failure to perform, the work identified in this solicitation and any subsequent contract.

**Proposal Submittal:**

- Proposal submission: Lawn Services Proposal C/O Millcreek Township, PO Box 157, Ostrander, OH 43061
- Submission Deadline: Proposals must be received no later 4:00pm on March 14, 2025.
- Additional submittal information:
  - The vendor is responsible for the timely delivery of the proposal
  - Please contact Keith Conroy at [k.conroy@millcreektwpOhio.us](mailto:k.conroy@millcreektwpOhio.us) or 740-666-3413 with any questions regarding this RFP.
  - The proposal response can NOT exceed 10 pages.
  - The Board reserves the right to interview and/or request additional information from any finalist(s).
  - The Board will consider any value-added alternatives to this RFP.
  - The Board will select a Contractor after a thorough review of submittals, reference checks and estimated costs.
  - The proposal shall include either an hourly rate and/or seasonal rate and must include a total not to exceed price for the contract term.
  - The board also reserves the right, at its sole discretion, to waive informalities and/or errors in the selection process as well as modify the scope of work and/or terms and conditions.
  - The Board reserves the right at its sole discretion, to reject any or all proposals, for whatever reason it deems appropriate, without penalty and to not issue a contract as a result of this request. Further, the Board reserves the right to not to accept the lowest responsible bid.
  - This Request for Proposal does not constitute a contract, and instead outlines the requirements for proposals.

**Millcreek Township Proposal for Lawn Services  
PROPOSAL FORM**

<b>Company Name:</b>	
<b>Address:</b>	
<b>Office Phone:</b>	
<b>Cell Phone:</b>	
<b>Authorized Agent</b> (full name):	
<b>Title:</b>	
<b>Signature:</b>	
<b>Date:</b>	

**Please provide information about yourself and company, your mowing and lawn care experience and/or other relevant information. Additional space and/or supporting materials may be attached. The proposal response can NOT exceed 10 pages.**

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Hourly Price per Mowing: \$
and/or
Price per Season: \$
Not to exceed price for the contract term: \$

<input type="checkbox"/> This Proposal is based on the specification <u>without exception</u>
<input type="checkbox"/> This Proposal is based on the specification <u>with the following exceptions:</u>

**Please Provide no less than three (3) professional references:**

Reference ONE	
Full Name:	
Title:	
Organization:	
Address:	
Office Phone:	
Cell Phone:	
Email Address:	
Services Provided:	
Additional Information:	

<b>Reference TWO</b>	
Full Name:	
Title:	
Organization:	
Address:	
Office Phone:	
Cell Phone:	
Email Address:	
Services Provided:	
Additional Information:	

<b>Reference THREE</b>	
Full Name:	
Title:	
Organization:	
Address:	
Office Phone:	
Cell Phone:	
Email Address:	
Services Provided:	
Additional Information:	