



VILLAGE OF MILLERSBURG

6 North Washington Street
Millersburg, Ohio 44654
FAX (330) 674-9044
www.millersburgohio.com

Jeff Huebner, Mayor

Kevin Brooks, Village Administrator

Karen Shaffer, CMC, Village Clerk-Treasurer, Tax Administrator

S. Thomas Vaughn, Police Chief

Nate Troyer, Zoning Inspector

Village Offices (330) 674-1886

Income Tax (330) 674-6891

Police Department (330) 674-5931

BIDDING NOTICE

The Village of Millersburg will be accepting bids for the following Pest Control services:(1) Monthly application at Municipal Building; (2)Quarterly application at 241 Tower Building;(3)Bi Weekly spraying for mosquitoes.

The term of the contract shall be for one year to begin March 1, 2010; provided however, the mosquito spraying application will only occur during the months of May through September,2010.

Bids must be submitted on each service individually. The bidder may bid on one or more services. If the bidder only wants the bid to be considered if awarded two or more services, bidder must state that clearly in the bid. In addition, if bidding on mosquito spraying, bidder must state a per application price and must be willing to provide additional applications on request of the Village Administrator.

The VILLAGE OF MILLERSBURG will accept bids up to 9:00 A.M. on Friday, February 5, 2010. Bids will be opened at that time in Council Chambers, at the Municipal Building.

Bids in excess of \$15,000.00 must be accompanied by a certified check made payable to the VILLAGE OF MILLERSBURG in the amount of not less than 10% of the bid amount, or a bond in the full amount of the bid that substantially complies with all applicable requirements of Section 153.54(B) ORC and 153.571 ORC. Any bid submitted contrary to these requirements may be rejected by the VILLAGE OF MILLERSBURG.

The bid shall be for the cost of the material, labor and associated expenses of items described in the plan and specifications. It shall be submitted in a sealed envelope plainly marked: "VILLAGE OF MILLERSBURG Pest Control Services." Use the bid form provided.

The VILLAGE OF MILLERSBURG reserves the right to waive any formalities, accept or reject any or all bids, and to determine the lowest and /or most responsible bid.

NOTE: THE VILLAGE ADMINISTRATOR RESERVES THE RIGHT TO INCREASE, DECREASE OR OMIT ANY SERVICE THAT HE MAY DEEM ADVISABLE.

Each Proposal must contain the full name of the party or parties submitting the proposal and all persons interested therein. Each bidder must submit evidence of its experience on projects of similar size and complexity, and a complete listing of all subcontractors to be used.

All contractors and subcontractors involved with the project will, to the extent practicable use Ohio products, materials, services, and labor in the implementation of their project.

Contractor compliance with the equal employment opportunity requirements of the Ohio Administrative Code Chapter 123, the Governor Executive Order of 1972, and Governor Executive Order 84-9 shall be required.

All bidders must provide proof that all contractors and subcontractors possess, at the time of the submission of the bid, (1) the proper Pesticide Business License or Pesticide Business Location License, and (2) a Commercial Applicator's License with proper use categories that are applicable to the service bid upon. The use categories are those referred to in Ohio Administrative Code Chapter 901:5-11-01(N)(10)(a) for general pest control, and Chapter 901:5-11-01(N)(10)(d) for mosquito control.

A representative of the company should be present at the bid opening.

BY ORDER OF THE VILLAGE OF MILLERSBURG

Kevin F. Brooks

Village Administrator

Published in The Bargain Hunter

CONTRACT FOR PEST CONTROL SERVICES

THIS AGREEMENT is made this ____ day of, 2010, by and between the Village of Millersburg, Ohio (the "Village"), with its principal place of business at 6 North Washington Street Millersburg, Ohio 44654 and _____, with its principal place of business at _____, (the "Contractor").

WHEREAS, the Village desires to engage the Contractor to perform services for the Village, and the Contractor desires to perform such services for the Village;

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Services to be Performed. The Contractor agrees to perform the services described on Schedule 1 attached hereto (the "Project"). The Contractor will reasonably determine the method, details, and means of performing the services for the Village; the Village may specify only the desired results. The Contractor may, at the Contractor's own expense, employ any assistants or employees that the Contractor deems necessary to perform the services required of the Contractor by this Agreement, and the Village may not control, direct or supervise the Contractor's assistants or employees in the performance of those services. The services shall be performed at such time or times as may be agreed to by the Village and the Contractor.

2. Term of Agreement. The term of this agreement shall be from ____ to _____.

3. Compensation In consideration for the services to be performed by the Contractor, the Village agrees to pay to the Contractor as described on Schedule 1 attached hereto. The compensation is subject to modification by mutual agreement of the Village and the Contractor. Unless otherwise set forth on Schedule 1, the compensation will be paid on the 1st day of each month during the term of this Agreement.

4. Expenses. All expenses incurred by the Contractor in connection with the provision of services hereunder shall be the Contractor's sole responsibility, and it is hereby agreed that the Village shall not reimburse the Contractor for any such expenses.

Licenses. The Contractor represents to the Village that he has and shall maintain all licenses required to perform the services required hereunder including: (1) the proper Pesticide Business License or Pesticide Business Location License, and (2) a Commercial Applicator's License with proper use categories that are applicable to the service bid upon. The use categories are those referred to in Ohio Administrative Code Chapter 901:5-11-01(N)(10)(a) for general pest control, and Chapter 901:5-11-01(N)(10)(d) for mosquito control.

5. Scope of Obligations of the Contractor. Except as is specifically set forth in writing by the parties, the Contractor shall supply all tools, equipment, instruments, supplies and other materials required to perform the services under this Agreement. The Contractor agrees to provide workers' compensation insurance for the Contractor and the Contractor's employees and agents. The Contractor agrees to maintain a policy of insurance to cover any negligent acts committed by the Contractor or the Contractor's employees or agents during the performance of any duties under this Agreement, and to name the Village as an additional insured under that policy of insurance.

5. Independent Contractor. The Village and the Contractor expressly acknowledge and agree that the services to be provided by the Contractor under this Agreement shall be performed as an independent contractor, and not as an agent, employee, joint venturer or partner of the Village. The parties also expressly acknowledge and agree that with respect to any payments made to the Contractor hereunder, the Village shall not: (i) withhold or pay FICA, Medicare or other federal, state or local income or other taxes or charges; or (ii) comply with or contribute to state worker's compensation, unemployment or other such governmental funds or programs. The Contractor also acknowledges that as an independent contractor, the Contractor will not be given the right to participate in any employee benefit, insurance plan or any other plan or fringe benefit that is maintained, established or provided by the Village for its employees.

6. Taxes. As a tax exempt entity, the Village is not responsible for any excise, sales or use taxes (and any other similar tax) which are payable as a result of the services being provided by the Contractor.

7. Insurance and Liability. The services to be performed under this Agreement shall be performed entirely at the Contractor's risk. The Contractor shall be solely responsible for any negligence or tortious acts committed by the Contractor. During the term of this Agreement as described in Section 2. Hereof, the Contractor shall maintain at his own expense, liability insurance coverage with limits of liability of not less than \$250,000/\$1,000,000 and the property damage limit of liability shall not be less than \$50,000. The Contractor will list the Company as an additional insured and certificate holder on such policy (which such policy shall provide notification of cancellation to the Company) and will provide the Company with acceptable proof of such insurance prior to the rendering of services under this Agreement

8. Termination of Services. This Agreement shall terminate upon the occurrence of any of the following events:

- A. Completion of the Project;
- B. The Village fails to pay the Contractor any amount due hereunder within five (5) days after notice from the Contractor that the money is past due;
- C. If, in the reasonable determination of a party, the other party has materially defaulted in the performance of this Agreement, or materially breaches any of its provisions.

9. Arbitration of Disputes. In the event that any dispute or disagreement should arise with regard to any provision of this Agreement, the parties will first attempt to resolve such dispute or disagreement by good faith, informal negotiations. If such efforts are unsuccessful, such dispute will be decided by arbitration in accordance with the rules of the American Arbitration Association in Cuyahoga County, Ohio. Such arbitration will be governed by the laws of the State of Ohio. The costs and arbitrators' fees of such arbitration will be borne equally by the parties, and each party will be responsible for its own attorney's fees and other expenses. The parties agree to keep any such dispute and any proceeding related thereto, including any determination of the arbitrators and any resolution of the dispute, as confidential as possible, and to that end agree not to disclose or comment on such matters except to their attorneys, accountants, other advisors, or as may be required by law.

10. Entire Agreement of the Parties; Modification. This Agreement supersedes any and all agreements, both oral and written, between the parties with respect to the rendering of services by the Contractor for the Village, and contains all of the covenants and agreements between the parties with respect to the rendering of these services in any manner whatsoever. Each party acknowledges that no representations, inducements, promises or agreements, written or oral, have been made by either party, or by anyone acting on behalf of either party, that are not embodied in this Agreement. Any modification of this Agreement will be effective only if it is in a writing signed by the party to be charged.

11. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

15. Force Majeure. If the performance of either party hereunder is delayed or prevented at any time due to circumstances beyond the control of the other, including, without limitation, those resulting from labor disputes, fire, floods, riots, civil disturbances, weather conditions, control exercised by a governmental entity, unavoidable casualties or acts of God or a public enemy, the performance of such party shall be excused party shall be excused for so long as the circumstance shall prevent such performance.

16. Governing Law. This Agreement will be governed by the construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

VILLAGE of MILLERSBURG

By: _____
Mayor Jeffery Heubner

By: _____
Signature of Authorized Representative for Contractor

Print Name and Position with Contractor

SCHEDULE 1

(1) Twelve monthly applications at Municipal building for insect and rodent control. Per year compensation: _____

(2) Quarterly applications at 241 Tower Building for insect and rodent control.

Per year compensation: _____

(3) Bi Weekly spraying for mosquitoes.

(a) Per year compensation: _____

(b) Compensation for extra applications, per application:



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BID FORM 2010 PEST CONTROL

DATE: _____

CONTRACTOR: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

NAME: _____ SIGNATURE: _____

TITLE: _____ FED ID# _____

CONTACT PERSON: _____

FAX: _____ TELEPHONE: _____

EMAIL: _____

SERVICE	FREQUENCY	BID AMOUNT
MUNICIPAL BUILDING	MONTHLY	\$ _____
241 TOWER SITE	QUARTERLY	\$ _____
MOSQUITO SPRAYING	BI-WEEKLY	\$ _____
MOSQUITO SPRAYING (TRAIL ONLY)	MONTHLY	\$ _____
MOSQUITO SPRAYING	ADDITIONAL APPLICATIONS AS REQUESTED	\$ _____