

### Section I: Background Information

The Windrush Creek POA is soliciting proposals for Pond Maintenance Services for the 2023 – 2024 calendar years.

#### Windrush Creek Common Areas



## SECTION II: TERMS, CONDITIONS, AND FINANCIAL PROVISIONS

**CONTRACTOR QUALIFICATIONS:** The successful Contractor must be properly licensed to do business within the state of Ohio. The successful Contractor shall have been in the Pond Care and Maintenance business for a minimum of two (2) years. The Contractor shall have a person available during normal business working hours to address any problems or complaints.

**PRICING:** The Contractor warrants that the pricing stated herein shall remain firm for 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.

**GOVERNING LAWS:** This contract is made under and shall be governed and construed in accordance with the laws of the State of Ohio.

**CHANGES:** The Windrush Creek POA Board shall have the right, at any time, to alter the specifications to meet increased or decreased needs. If any such changes cause an increase or decrease in the cost or the time required for the performance or otherwise affect any other provision of this agreement, an equitable adjustment shall be made, and this agreement shall be modified in writing accordingly.

**TERMINATION FOR CAUSE:** The Windrush Creek POA reserves the right to terminate this contract anytime for cause. The violation of any provision or condition contained in this contract or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient grounds to terminate this contract for cause. Should the POA Board elect to terminate this contract for cause, the POA Board will notify the Contractor 30 days prior to the termination date and specify the cause for termination and the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail. Immediate dismissals may be executed if deemed necessary by the POA Board.

**TERMINATION WITHOUT CAUSE:** The Windrush Creek POA Board and the Contractor may terminate this contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days before the termination date.

**PAYMENT TERMS:** The Windrush Creek POA is responsible for all payments to the Contractor under this contract. Payment terms are NET 30 days following receipt of a correct invoice. Invoices must be submitted to (subject to change):

Windrush Creek POA  
Attn: Treasurer  
6206 Brooksong Way  
Blacklick OH 43004  
[Treasurer@Windrushcreek.us](mailto:Treasurer@Windrushcreek.us)

**NON-DISCRIMINATION:** The Contractor shall not discriminate against any individuals and will take proactive measures to assure compliance with all Federal and State requirements concerning fair employment, employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination based upon age, race, color, religion, sex, national origin or disability.

**CONFIDENTIALITY OF PROPOSALS:** In submitting a proposal, the Contractor agrees not to discuss or otherwise reveal the contents of the proposal to any source outside of the Windrush Creek POA Board until after the award of the contract. The POA Board may disqualify Contractors not in compliance with the provision. Only discussions authorized by the POA Board are exempt from this provision.

**TIME FOR ACCEPTANCE:** Each proposal shall state that it is a firm offer which may be accepted within a period of 90 days following the submittal date. Although the contract is expected to be awarded prior to that time, the 90-day period is requested to allow for unforeseen delays.

**EVALUATION CRITERIA:** The Windrush Creek POA Board, at its sole discretion, following an objective evaluation, will award this contract to the most responsible, responsive Contractor. The proposals will be evaluated on a “best overall value” basis including, but not limited to, completeness and content of the proposal, pricing, quality, the Contractor’s ability to follow the specifications, the Contractor’s ability to provide a team of skilled, trained employees, the Contractor’s experience with similar projects.

The Windrush Creek POA Board reserves the right to make independent investigations as to the qualifications of the Contractor. Such investigations may include contacting existing customers. Contractors should keep in mind that this is a Request for Proposal and not a request to contract. The POA Board reserves the unqualified right to accept or reject any and all proposals, and to waive any irregularities as may be permitted by law when it is deemed that such action will be in the best interest of the Windrush Creek POA Association.

**AWARD OF BID:** The Windrush Creek POA Board, at its sole discretion, following an objective evaluation, will award this contract to the most responsible, responsive Contractor. Price will be a consideration but will not be the determining factor in our selection. The award of this contract will be based and granted on “BEST VALUE.” “BEST VALUE” will allow the POA Board to consider factors beyond pricing, such as whether the responsible Contractor is able to meet and/or exceed the required specifications. “BEST VALUE” will permit and reflect prudent stewardship of POA non-profit funds and trust. Award of the contract to one Contractor does not mean that the other proposals lacked merit. Award of the contract signifies that after all factors have been considered, the selected proposal was deemed most advantageous to the Summerfield Homeowners Association.

**NOTIFICATION OF AWARD:** After all prerequisites and specifications have been met by the Contractor and the award for Mowing, Edging and Trimming Services has been made, the successful Contractor will be notified within five (5) working days of this award. The POA Board will notify the successful Contractor in writing, by a LETTER OF AWARD. VERBAL NOTIFICATION OF THE AWARD OF THIS CONTRACT IS NOT CONSIDERED A RELIABLE MODE OF NOTIFICATION AND, THEREFORE, WILL NOT BE RECOGNIZED AS AN OFFICIAL NOTIFICATION.

### SECTION III: PROPOSAL REQUIREMENTS

1. Mailed Bid Forms must be completed, signed, and dated by an official of the company authorized to bind the firm. Unsigned mailed proposals will not be considered. E-mailed Bid Forms must be completed, e-signed via typed proxy signature – the e-mail must come from the official of the company authorized to bind the firm, [meaning] the proposal must be e-mailed from the authorizing official's e-mail account.
2. Questions regarding this RFP must be submitted via e-mail directly to [lmwalleJCPOA@gmail.com](mailto:lmwalleJCPOA@gmail.com). See schedule in cover letter for due dates.
3. All services must be bid together – no requested services can be excluded
4. The successful Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions, which can affect the work or the cost thereof. Accuracy of the Contractors proposal should be based on information provided during site visitations and a careful review of the RFP specifications including any addenda. After proposals have been submitted, the Contractor shall not assert there was a misunderstanding concerning the quantity or nature of the work to be performed in an effort to alter their responsibility to successfully perform the work without additional expense to the POA Board.
5. The Contractor to whom this project is awarded shall execute a written contract with the Windrush Creek POA Association, to perform the work as outlined in these specifications and in accordance with all the conditions as described in this RFP.
6. The POA Board may make such investigations deemed necessary to determine the ability of the Contractor to perform the services outlined in these specifications. If requested, the Contractor shall provide the POA Board with all such information and data for this purpose. The POA Board reserves the right to reject any proposal if the evidence submitted by or derived from an investigation of such Contractor fails to satisfy the POA Board that the Contractor is properly qualified to carry out the obligations of the contract and to complete the work specified in this RFP.
7. A conditional or qualified proposal will not be accepted.

**SECTION IV: SCOPE OF WORK**

**CONTRACTOR RESPONSIBILITIES:** The chosen Contractor shall provide the management, supervision, and manpower necessary to provide the Pond Maintenance Services, as detailed in this proposal. All work shall be performed in a professional and workmanlike manner. The POA Board shall be the Contract Administrator and the point of contact regarding services to be performed and submission of invoices.

**SCOPE OF WORK SCHEDULE AND DESCRIPTION** The successful Contractor shall be prepared to perform the following services, according to the work schedule outlined in the specifications below.

**Note: Temperatures and current climate may require services to be performed earlier or later than noted in the schedule below.**

Schedule	Description
Every 2 weeks April – October	Pond-Maintenance Program A. Manage filamentous algae and nuisance submerged vegetation. B. Evaluations and/or treatments, as needed C. Removal of man-made floating and shoreline debris D. General overflow maintenance and debris clearing E. Shoreline, inlet, and dam inspection F. Routine visual inspection of fountain/aeration system(s)
Every 2 weeks November - March	Winter Stormwater Management Program A. Evaluations and/or treatments, as needed B. Removal of man-made floating and shoreline debris C. General overflow maintenance and debris clearing D. Shoreline, inlet, and dam inspection E. Routine visual inspection of fountain/aeration system(s)
Winter	Fountain Protection A. Removal of the fountain in the fall B. Powerwash, inspect, and run applicable diagnostics on all components C. Storage in a heated facility D. Reinstallation of the fountain in the spring
As Needed	Physical removal of algae and water plants

Waste and other debris shall be removed from the property and discarded in an offsite landfill.

## Proposal Response Form

### Part I Contractor Information

1. Company Owner \_\_\_\_\_
2. Company Address  
\_\_\_\_\_  
\_\_\_\_\_
3. Company Phone    Office: \_\_\_\_\_    Mobile: \_\_\_\_\_    Fax: \_\_\_\_\_
4. Company Website  
\_\_\_\_\_
5. Company Email Address \_\_\_\_\_
6. Company Years in Business  
\_\_\_\_\_
7. Company Contact  
\_\_\_\_\_
8. Company Contact Email Address  
\_\_\_\_\_
9. Number of field employees regularly employed  
\_\_\_\_\_
10. Provide qualifications/certifications  
\_\_\_\_\_  
\_\_\_\_\_
11. References of HOA Boards or Property Management firms for which your company has provided pond care and maintenance services within the past two (2) years.

HOA or Property Management Firm	Contact Name and Title	Contact Number

Please submit the total bid amount to perform Pond Care and Maintenance Services per service provided as specified in this RFP. If you cannot or do not provide a certain service, you can use "N/A" to indicate accordingly. Include additional pricing on separate sheet as needed.

Service Schedule	Service Description
Every 2 weeks April – October	Pond-Maintenance Program <ul style="list-style-type: none"> <li>A. Manage filamentous algae and nuisance submerged vegetation.</li> <li>B. Evaluations and/or treatments, as needed</li> <li>C. Removal of man-made floating and shoreline debris</li> <li>D. General overflow maintenance and debris clearing</li> <li>E. Shoreline, inlet, and dam inspection</li> <li>F. Routine visual inspection of fountain/aeration system(s)</li> </ul>
November - March	Winter Stormwater Management Program <ul style="list-style-type: none"> <li>A. Evaluations and/or treatments, as needed</li> <li>B. Removal of man-made floating and shoreline debris</li> <li>C. General overflow maintenance and debris clearing</li> <li>D. Shoreline, inlet, and dam inspection</li> <li>E. Routine visual inspection of fountain/aeration system(s)</li> </ul>
Winter	Fountain Protection <ul style="list-style-type: none"> <li>A. Removal of the fountain in the fall</li> <li>B. Powerwash, inspect, and run applicable diagnostics on all components</li> <li>C. Storage in a heated facility</li> <li>D. Reinstallation of the fountain in the spring</li> </ul>
As Needed	Physical removal of algae and water plants
	<b>Total Annual Cost</b>
	\$

### Part IV Submit Proposal

By submitting this proposal, the potential Contractor certifies the following:

1. This proposal is submitted by an authorized representative of the firm.
2. The Contractor can obtain insurance certificates as required within 10 calendar days after notice of award.
3. The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
4. All labor costs, direct and indirect, have been determined and included in the proposed cost.
5. The potential Contractor has read and understands the conditions set forth in this RFP and agrees to them with no exceptions. *If exceptions exist, they must be listed on a separate sheet.*

Therefore, in compliance with this Request for Proposal, and subject to all conditions herein, the undersigned offers and agrees, to perform the services in accordance with the specifications and conditions in this RFP at the prices quoted, if this proposal is accepted within 90 days from the date of the opening.

Federal Tax Identification No. (TIN/EIN) \_\_\_\_\_

By: \_\_\_\_\_

Signature

Typed or Printed Name

**[If emailing proposal, by typing your signature in lieu of your actual signature you certify that you are authorized to submit this proposal and acknowledge that your electronically provided signature is being accepted as an original signature. Email must come from the authorized signer's email account]**

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**THIS PAGE MUST BE COMPLETED AND INCLUDED IN YOUR BID PROPOSAL.**