

Request for Proposals

Lawn Maintenance Services

Date Issued: March 1, 2019 Due: Noon Wednesday, March 13, 2019

Background Information

The Greater Syracuse Land Bank's mission is to acquire and stabilize vacant and abandoned properties in order to facilitate their return to productive use. The Land Bank owns a variety of properties including both vacant lots and properties with structures. Some of these buildings are occupied, although most are vacant. Most of our properties are residential, although the Land Bank does own some commercial properties. The majority of these properties are located in the City of Syracuse, although we do own some other properties throughout Onondaga County.

At this time, the Land Bank owns approximately 1,050 total properties; approximately 460 vacant lots and 580 properties with structures. We anticipate that we may acquire approximately 300 and dispose of approximately 200 properties over the course of the 2019 and 2020 mowing seasons. The successful bidder will be provided with a list (updated as properties are sold or acquired) of properties, indicating which are vacant lots and which contain structures. All properties should be mowed every three weeks unless otherwise directed by Land Bank staff.

Scope of Work and Requirements of Bidders

The successful bidder will be awarded a two-year contract for lawn maintenance services for the 2019 and 2020 mowing seasons. All properties will be mowed every three weeks unless otherwise directed by Land Bank staff. The date of the first and last cut to be determined by Land Bank staff based on growth. The Land Bank may increase or decrease the mowing frequency based on growth as the season continues. Non-routine lawn/yard work will be paid on a time and material basis. The successful bidder will be overseen by the Land Bank's staff.

Insurance Requirements

The successful bidder shall be required to provide for itself and maintain at its own cost and expense until the completion of the work the following forms of insurance:

a. Commercial General Liability ("CGL") coverage with limits of liability not less than One Million Dollars (\$1,000,000.00) per occurrence and not less than Two Million Dollars (\$2,000,000.00) annual aggregate. If CGL coverage contains a General Aggregate Limit, such General Aggregate Limit shall apply separately to each Property. CGL coverage shall be written on ISO occurrence form GC 00 01 (1093) or a substitute form providing equivalent coverage.

- b. Commercial Liability Umbrella coverage with limits of liability not less than Two Million Dollars (\$2,000,000.00).
- c. Comprehensive Automobile Liability coverage with limits of not less than One Million Dollars (\$1,000,000.00) per accident.
- d. Workers' Compensation and Employers' Liability in form and amounts required by law.

The Land Bank shall be named as an additional insured on the policies required by subparagraphs (a) and (b) above. The Contractor shall furnish certificates of insurance to the Land Bank and corresponding policy endorsements setting forth the required coverage hereunder prior to entering any Property or commencing any Work, and such policies shall contain an endorsement (1) requiring the carrier to give at least ten days' prior notice of cancellation to the Land Bank, and (2) waiving subrogation. The Contractor shall provide the Land Bank with copies of these policies and endorsements. All insurance required by this Contract shall be primary and non-contributing to any insurance maintained by the Land Bank. The Contractors policy may not contain any exclusion for NY Labor Law, injury to employees or injury to subcontractors. Subcontractors are required to have an unmodified Commercial General Liability policy without limitation with respect to Employers Liability and injury to Independent Contractors. The Contractor shall ensure that any subcontractors hired carry insurance with the same limits and provisions provided herein. The Contractor agrees to cause each subcontractor to furnish the Land Bank with copies of certificates of insurance and the corresponding policy endorsements setting forth the required coverage hereunder prior to any such Contractor entering any Property or commencing any Work.

Indemnification by the Contractor

To the fullest extent permitted by applicable law, the Contractor shall indemnify, defend, and hold harmless the Land Bank, and its contractors, officers, directors, servants, agents, representatives, and employees (each, individually, an "Indemnified Party" and, collectively, the "Indemnified Parties"), from and against any and all liabilities, damages, losses, costs, expenses (including, without limitation, any and all reasonable attorneys' fees and disbursements), causes of action, suits, claims, damages, penalties, obligations, demands or judgments of any nature, including, without limitation, for death, personal injury and property damage and claims brought by third parties for personal injury and/or property damage (collectively, "Damages") incurred by any Indemnified Party to the extent caused by (i) any breach of this Contract by the Contractor, its subcontractors, officers, directors, members, servants, agents, representatives, or employees, or (ii) the malfeasance, misfeasance, nonfeasance, negligence, unlawful act or omission, or intentional misconduct of the Contractor, its subcontractors, officers, directors, members, servants, agents, representatives, or employees, arising out of or in connection with this Contract or the Work.

Non-Collusive Bidding Certification

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Proposal Requirements

- Please indicate whether you are interested in bidding on the whole contract or only a portion of the Land Bank's property inventory.
- Please describe the details of any current or past contracts your company has had that would compare to this amount of volume.
- Describe your capacity (current staffing and future staffing if awarded the contract) and how you plan to carry out the work being bid on. Do you plan to use your own employees or subcontract labor?
- Please describe the equipment that you currently own and any additional equipment you plan to purchase if awarded the contract.
- Standard unit price for routine mowing of vacant lots
- Standard unit price for routine mowing of a lot with a structure
- Hourly rate for non-routine work such as brush removal (this will be requested by the Land Bank on an as-needed basis)
- Standard unit prices <u>should include</u> removal of up to ½ cubic yard of debris from each lot (general trash/litter) at each mowing
- Attach either your relevant insurance certificates described above or affirm your ability to obtain the required insurance coverage upon awarding of the contract.
- Provide three professional references.
- Please indicate whether your company is a NY State Certified M/WBE.
- Note: This is will be a two-year contract for the 2019 and 2020 mowing seasons.

Submit responses in person or via the mail to: Greater Syracuse Land Bank Attn: Katelyn Wright 431 E Fayette St Suite 375 Syracuse, NY 13202

Alternatively, responses may be emailed to <u>kwright@syracuselandbank.org</u>. Please title the subject line: "Lawn Maintenance RFP."

Note: Submissions must be received by noon Wednesday, March 13, 2019.