

Request for Proposals

LAWN MAINTENANCE SERVICES

Request Issued: February 13, 2023 Proposals Due: March 10, 2023 at 12:00 noon

Background Information

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

The Land Bank currently owns 909 properties, consisting of 680 vacant lots and 229 properties with structures. We anticipate disposing of as many as 300 properties and acquiring an additional 300 properties over the course of the 2023 and 2024 mowing seasons. The Land Bank will provide the successful bidder(s) with a list of properties, updated as properties are sold or acquired, indicating which properties are vacant lots and which contain structures. All properties should be mowed once a month 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 2023 and 2024 mowing seasons. All properties will be mowed once per month unless otherwise directed by Land Bank staff. The date of the first and last cut will 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 (as Greater Syracuse Property Development Corporation, 431 E. Fayette Street, Suite 375, Syracuse, NY 13202). 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, and describe the details of any current or past contracts your company has had that would compare to this volume of scattered locations.
- 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?
- Describe the equipment that you currently own and any additional equipment you plan to purchase if awarded the contract.
- Quote a:
 - o standard unit price for routine mowing of vacant lots,
 - o standard unit price for routine mowing of a lot with a structure, and
 - an hourly rate for non-routine work such as brush removal, which will be requested by the Land Bank on an as-needed basis.

Standard unit prices should include removal of <u>up to ½ cubic yard</u> 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 names and contact information for two professional references.
- Please indicate whether your company is a NY State Certified M/WBE.
- Winning Bidders will be awarded a one-year contract for the 2023 mowing season with the option to renew for 2024.

Responses should be submitted via email to **Katelyn Wright** at kwright@syracuselandbank.org with the subject line "Lawn Maintenance RFP" or by mail to:

Greater Syracuse Land Bank Attn: Katelyn Wright 431 E. Fayette Street, Suite 375 Syracuse, NY 13202

Submissions must be received by **noon on Friday, March 10, 2023**. The Land Bank Board of Directors will vote to approve the winning bidder(s)' contract(s) at their meeting on March 21, 2023.