

THE
TOWN
OF
PLEASANT VALLEY

LAWN CARE RFP

SECTION I – INTRODUCTION and INTENT of RFP:

Notice to Vendors

Sealed proposals will be received by the Town clerk for The Town of Pleasant Valley N.Y. from experienced, qualified vendors who specialize in commercial Lawn Care and Maintenance Services

Proposals will be accepted until **Wednesday, April 7, 2010 at 12:00 P.M.** **In the Town Clerks Office** Complete specifications and instructions are attached herewith.

The Town plans to contract for Lawn Care and Maintenance Services at Five (5) different locations throughout the Town referred to as group 1. Pricing is also sought for Three (3) additional sites to be completed on an as needed basis only. These sites are referred as group 2. This Request for Proposal is for Lawn Care and Maintenance Services ONLY. We expect the selected Contractor to begin work in mid April 2009.

Proposals shall be submitted on the attached forms furnished by the Town and shall be submitted in a sealed envelope identifying the Contractor's name, the RFP title, and the RFP due date on the face of the envelope. Submission of a proposal signifies the Contractor's agreement that it's' proposal and the content thereof are valid and all pricing submitted with the proposal shall remain in effect for the contract period.

SECTION II – SCHEDULE:

The Town of Pleasant Valley

Lawn Care Services Request for Proposal Schedule

Tuesday, March 15, 2010	RFP available and placed on Town website.
Thursday March 25, 2010 9:00 A.M.	Pre-proposal meeting and tour of facilities. Meeting begins at 9:00 A.M. in the Town Hall located at 1554 Main Street. Vendors must sign in.
Tuesday March 30, 2010 1:00 P.M.	Last day for questions. Questions must be signed and submitted in writing by 1:00 P.M. Questions may be delivered either by mail, e-mail or fax.
Wednesday April 7, 2010 12:00 P.M.	Proposal receipt deadline. Proposals opened. All proposals are due at the Town Clerks Office by 12:00 PM. No late proposals will be accepted.
April 15, 2010	Vendor is notified of Award decision.
Mid April, 2010	Begin Services

SECTION III -- BACKGROUND:

The Town of Pleasant Valley is soliciting proposals for Lawn Care and Maintenance Services for the locations listed below.

FACILITY LOCATIONS CHART

LOCATION	ADDRESS	Group #
HELEN ALDRICH PARK	HIBERNIA RD	1
PLEASANT VALLEY DAM	STREAM LANE	1
WEST ROAD SCHOOL	WEST ROAD	1
FIELD # 2	SOUTH AVENUE	1
BOWER PARK	NORTH AVE RAVINE ROAD	1
MILL SITE PARK	MAIN STREET	2
CADY PARK	MAIN STREET	2
HIGHWAY GARAGE	SHEROW ROAD	2

SECTION IV -- GENERAL CONDITIONS and FINANCIAL PROVISIONS:

CONTRACTOR QUALIFICATION: The successful Contractor shall have been in the Lawn 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 a period of one (1) SEASON from Mid April, 2010 to late October, 2010. Pricing shall include all charges that may be imposed in fulfilling the work.

SIGNED PROPOSAL CONSIDERED AN OFFER: Receipt of a signed proposal shall be considered an offer on the part of the Contractor. The terms, conditions and specifications of this proposal will become part of the contract, if the proposal shall be deemed approved and accepted by The Town of Pleasant Valley. In the event of a default on the part of the Contractor after acceptance, the Town may take such action as it deems appropriate including legal action for damages or specific performance.

PAYMENT TERMS: Payment terms are NET 45 days following receipt of correct invoice and Voucher Invoices must be submitted to:

The Town of Pleasant Valley

Attn: Accounts Payable

1554 Main Street

Pleasant Valley, N.Y. 12569

SUBCONTRACTING: The Contractor shall not have the right or power to assign, subcontract, or transfer interest in this contract. The Contractor is prohibited from subcontracting any services covered in the scope of work.

CHANGES: The Town of Pleasant Valley 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 affects any other provision of this agreement, an equitable adjustment shall be made and this agreement shall be modified in writing accordingly.

NON-DISCRIMINATION: The Contractor shall not discriminate against any individuals and will comply 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.

ELABORATE PROPOSALS: Elaborate proposals in the form of brochures or other presentations beyond that necessary to present a complete and effective proposal are not desired.

COST FOR PROPOSAL PREPARATION: Any costs incurred by Contractors in preparing or submitting proposals are the Contractors' sole responsibility. The Town of Pleasant Valley will not reimburse any Contractor for any costs incurred prior to award of this contract.

TIME FOR ACCEPTANCE: Each proposal shall state that it is a firm offer which may be accepted within a period of 45 days following the submittal date, April 7, 2010. Although the contract is expected to be awarded prior to that time, the 45-day period is requested to allow for unforeseen delays or problems.

RIGHT TO SUBMITTED MATERIAL: All responses, inquiries, or correspondence relating to or in reference to this Request for Proposals, and all other reports, charts, displays, schedules, exhibits, and other documentation submitted by the Contractors shall become the property of The Town of Pleasant when received.

COLLUSIVE BIDDING: Each bidder submitting a bid to the Town for the Work contemplated by this RFP shall execute and attach thereto a Certificate of Non-Collusion which affirms to the effect that the bidder has not colluded with any other person, firm, or corporation in regard to any bid submitted as per Section 103-d of the General Municipal Law. The acceptable form of Certificate of Non-Collusion is attached to this RFP as Schedule "A".

GENERAL INDEMNITY: The Contractor shall save and hold harmless, pay on behalf of, protect, defend, indemnify The Town of Pleasant Valley, assume entire responsibility and liability for losses, expenses, demands and claims in connection with or arising out of any injury, or alleged injury (including death) to any person, or damage, or alleged damage, to property of The Town of Pleasant Valley or others sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance or the intended performance of any work/service, outlined or resulting from this agreement, by the Contractor or their employees, including losses, expenses or damages sustained by The Town of Pleasant Valley, as well as The Town of Pleasant Valley officers, agents, and employees from any and all such losses, expenses, damages, demands and claims. The Contractor further agrees to defend any suit or action brought against The Town of Pleasant Valley based on any such alleged injury or damage and to pay all damages, cost and expenses in connection therewith or resulting there from. As an integral part of this agreement, the Contractor agrees to purchase and maintain, during the life of this contract, contractual liability insurance in the amounts required in the general liability insurance requirements set forth below ("Insurance coverage") The obligations of the Contractor pursuant to this paragraph shall not be limited in any way by any limitation 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.

CONFLICT OF INTEREST: All Contractors must disclose in writing with their proposal the name of any owner, officer, director, or agent who is also an employee of The Town of Pleasant Valley. All Contractors must also disclose in writing with their proposal the name of any employee of The Town of Pleasant Valley who owns, directly or indirectly, an interest of five percent (5%) or more in the Contractor's firm or any of its branches or subsidiaries. By submitting a proposal, the Contractor certifies that there is no relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this RFP.

ERRORS AND OMISSIONS: The Contractor shall not take advantage of any errors or omissions in this RFP. The Contractor shall promptly notify the town Of Pleasant Valley of any omissions or errors found in this document.

INSURANCE COVERAGE: During the term of the contract, the Contractor at their sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. At a minimum, the Contractor shall provide and maintain the following coverage and limits:

- **Worker's Compensation and Employer's Liability-** The Contractor shall provide and maintain Worker's Compensation Insurance, as required by the laws of New York, as well as employer's liability coverage with minimum limits of **\$150,000.00?**, for bodily injury per accident. This insurance must include and cover all of the Contractor's employees who are engaged in any work under this contract.
- **Commercial General Liability** – The Contractor shall provide and maintain Commercial General Liability Coverage at a rate no less than \$1,000,000 per occurrence for bodily injury, Personal Injury, Broad Form Property Damage, Product Liability, Independent Contractors (if any), Completed Operations and Contractual Liability.
- **Automobile** - Automobile Liability Insurance to include liability coverage, covering all owned, hired and non-owned vehicles used in connection with this contract. The minimum combined single limit shall be \$1,000,000 bodily injury and property damage; \$150,000.00 uninsured/under insured motorist; and \$1,000.00 medical payment.
- **All Risk Property Coverage** – Contractor shall secure, pay for at its sole cost and maintain whatever All Risk Property Coverage insurance Contractor may deem necessary to protect Contractor against loss of owned or rented capital equipment and tools. The requirement to secure and maintain such insurance is solely for the benefit of Contractor. Contractor's failure to secure such insurance and/or to maintain adequate levels of coverage shall not obligate the Town of Pleasant Valley, its agents or employees, for any losses. Any such insurance policy shall include a waiver of subrogation clause as follows: "It is agreed that in no event shall this insurance company have any right to recovery against the Town of Pleasant Valley and the Town of Pleasant Valley is to be held harmless by the Insured and this Insurance carrier."

INSURANCE REQUIREMENTS: Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of this contract. All such insurance shall meet all laws of the State of New York. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in New York. The Contractor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing New York laws or this contract. The limits of coverage under each insurance policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the contract.

OTHER INSURANCE PROVISIONS: The policy or policies are to contain, or be endorsed to contain, the following provisions:

Contractor's insurance is to be considered primary for losses that occur as a direct result of the Contractor's actions.

Coverage shall state that the Contractor's insurance shall not be suspended, voided, canceled, Reduced in coverage or in limits except after 30 days written notice to the Town of Pleasant Valley and the Arlington School District, each as an additional insured and Certificate Holder.

The Contractor must include a copy of their insurance certificate with their proposal package. Prior to award of this contract, the selected Contractor shall add The Town of Pleasant Valley and the Arlington School district as an additional insured and Certificate Holder to their insurance policy.

PROPOSAL OPENING: The proposal deadline is Wednesday, April 7, 2010 at 12:00 P.M. On that date and time the package containing the proposals from each responding Contractor will be publicly opened. At that time the name of the Contractor and the cost(s) offered will be announced. This is an open and public meeting. Interested parties may attend. However, it must be noted that these costs and their components are subject to further evaluation for completeness and correctness. Therefore, the cost(s) announced at that time may not be an exact indicator of the Contractor's pricing position. Neither can the assumption be made that the Contractor with the lowest price offered will be awarded the contract. See "**EVALUATION CRITERIA**" and "**AWARD OF BID**" for further explanation on the components involved with the award of this contract.

EVALUATION CRITERIA: The Town of Pleasant Valley, 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 Contractors ability to follow the specifications, the Contractors ability to provide a team of skilled, trained employees, the Contractors experience with similar projects and the Contractors responses to "Mandatory Issues". In addition to these considerations, the evaluators may request additional information, oral presentations or discussions with any or all of the responding Contractors to clarify elements of their proposal or to amplify the materials presented in any part of the proposal. However, Contractors are cautioned that the evaluators are not required to request clarification; therefore, all proposals should be complete and reflect the most favorable terms available from the Contractor.

The Town of Pleasant Valley 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 Proposals and not a request to contract. The Town of Pleasant Valley 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 Town of Pleasant Valley.

REFERENCE TO OTHER DATA: Only information which is received in response to this Request for Proposals will be evaluated. Reference to information previously submitted shall not be evaluated.

AWARD OF BID: The Town of Pleasant Valley, at its sole discretion, following an objective evaluation, will award this contract to the most responsible, responsive Contractor. Price will be a major 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 Town of Pleasant Valley 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 public 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 Town of Pleasant Valley

NOTIFICATION OF AWARD: After all prerequisites and specifications have been met by the Contractor and the award for Lawn Care and Maintenance Services has been made, the successful Contractor will be notified within ten (10) business days of award. The Town of Pleasant Valley will notify the successful Contractor in writing, by a LETTER OF AWARD following resolution by the Town Board awarding the contract. 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.

TERMINATION FOR CAUSE: The Town of Pleasant Valley reserves the right to terminate this contract at 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 Town of Pleasant Valley elect to terminate this contract for cause, The Town of Pleasant Valley will notify the Contractor 30 days prior to the termination date and shall specify the cause for termination as well as 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 Town of Pleasant Valley.

TERMINATION WITHOUT CAUSE: The Town OF Pleasant Valley 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 prior to the termination date.

SECTION V – EMPLOYEE GUIDELINES:

DRUG POLICY: The Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. The Contractor further agrees their employees shall comply with this policy.

AUTHORIZED PERSONNEL: While engaged in the performance of these Lawn Care and Maintenance Services, only authorized employees of the Contractor are allowed at the Town of Pleasant Valley location where the work is being performed. During the performance of these services, the Contractor employees are not to be accompanied in the work area by acquaintances, family members, associates or any other person(s) not authorized to perform the Work.

EMPLOYEE GUIDELINES: The Contractor shall use only qualified personnel to provide the required services. The Contractor shall be responsible for insuring that employees abide by all rules and regulations set forth for the buildings and grounds. The Contractor shall comply 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.

SECTION VI – SAFETY:

SAFETY: The Contractor and any persons employed by the Contractor shall be required to adhere to all OSHA requirements and regulations that apply while performing any part of the work listed under the title "Scope of Work". The Contractor and any persons employed by the Contractor shall be required to wear the following safety items as required by OSHA regulations while performing any part of the work listed under the title "Scope of Work". These safety items are: steel-toed boots, gloves, hearing protection, and eye protection.

State and Federal Regulations: The Contractor shall perform all work in accordance with State and Federal safety regulations in regards to work zones, work areas, equipment, vehicles, tools and supplies. The Contractor shall provide all necessary and required work zone protective devices and traffic channeling devices as required under State and Federal safety regulations.

.Public Safety: The Contractor shall protect the safety and convenience of the general public. The Contractor shall perform work as needed and necessary to protect the general public from hazards.

SECTION VII -- SPECIAL CONDITIONS:

PRE-PROPOSAL MEETING AND FACILITY TOUR: A Mandatory pre-proposal meeting will begin at the Town of Pleasant Valley Town Hall at 9:00 A.M. EST on Thursday, March 25, 2010. The Town of Pleasant Valley Town Hall is located at:

1554 Main Street

Pleasant Valley, New York 12569

The purpose of this meeting is to discuss the project and to answer any questions potential Contractors may have. The Contractors will tour the facilities referenced in this RFP during this pre-proposal meeting. **This pre-bid meeting is mandatory. No meetings or tours to review the Scope of Work for the Lawn Care and Maintenance Service will be held individually or separately before or after this pre-proposal meeting.**

CONTRACTOR SUPERVISION: The Contractor or the Contractor's authorized agent shall make sufficient routine inspections to ensure the Lawn Care and Maintenance work is performed as required by the contract.

SECTION VIII – PROPOSAL INFORMATION:

- Proposals for LAWN CARE and MAINTENANCE SERVICES will be received by The Town OF Pleasant Valley until Wednesday, April 7, 2010 at 12:00 P.M. EST. Proposals may be submitted by mail or delivered in person. Faxed proposals will not be accepted. The Town clerk's Office must receive all proposals at the following location PRIOR to the date and time specified. Any proposal received after the date and time prescribed shall **NOT** be considered for award and the proposal shall be returned to the Contractor.

Each proposal must be submitted in a sealed envelope, addressed to:

Town Clerk

The Town of Pleasant Valley

Attn: Lawn CARE RFP

1554 Main Street

Pleasant Valley, New York 12569

- Each sealed envelope containing a proposal must be plainly marked with the **“CONTRACTOR'S NAME”, “RFP TITLE”, and the “RFP OPENING DATE & TIME”.**

- All proposals must be submitted on the required forms. All blank spaces for bid prices must be completed in ink or typewritten. The Bid Forms must be legible, completed, signed, and dated by an official of the company authorized to bind the firm. Unsigned proposals will not be considered. Proposals must consist of one (1) original and one (1) copy. These proposals shall be marked as such – Original and Copy.
- Questions regarding this RFP must be submitted in writing directly to The Town Clerk

- All locations must be priced individually.

- All questions in the “Mandatory Questions to be answered” must be fully addressed in your proposal.

- 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 the pre-proposal meeting, 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 Town of Pleasant Valley.

- The Contractor to whom this project is awarded shall execute and perform the work as outlined in these specifications and in accordance with all the conditions as described in this RFP.

- Each Contractor and their employees are expected to be trained and experienced in Lawn Care and Maintenance Services on a large scale. When submitting a proposal, the Contractor should include a statement of experience where Lawn Care and Maintenance Services have been performed in similar work situations and environments.

- The Town of Pleasant Valley 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 Town of Pleasant Valley with all such information and data for this purpose. The Town of Pleasant Valley reserves the right to reject any proposal if the evidence submitted by or derived from an investigation of such Contractor fails to satisfy The Town of Pleasant Valley that the Contractor is properly qualified to carry out the obligations of the contract and to complete the work specified in this RFP.

- A conditional or qualified proposal will not be accepted.

SECTION IX – MANDATORY ISSUES:

1. **List or detail all pertinent information and data that would indicate the ability of your organization to satisfactorily fulfill the work as outlined in this Request for Proposals.**

2. Has a member of your management team personally inspected the proposed work sites?
Please include a copy of your complete plan for the performance of specified work?

3. How will your company supervise your employees during the performance of the work?

SCOPE OF WORK

GENERAL SPECIFICATIONS

Specifications for lawn mowing must include the following:

Signed authorization to proceed by Town Supervisor or Town Maintenance representative.

1. Grass to be mowed routinely to maintain an average height of 2 1/2" to 3 1/2".
2. Clippings to be blown off drives and walkways.
3. Trimming around all obstacles as needed.
4. Litter to be removed from lawn prior to mowing.
5. Direction of mowing pattern to be altered on a regular basis to avoid worn spots

Upon completion of the Work, Contractor shall leave the surrounding area in the same condition as before performance of the Work, if not better

SECTION X – BID SHEET:

LOCATION	ADDRESS	Price PER Cut
GROUP 1		
HELEN ALDRICH PARK	HIBERNIA RD	\$ _____
SALT POINT DAM	SALT POINT TRNPKE	\$ _____
WEST ROAD SCHOOL	WEST ROAD	\$ _____
FIELD # 2	SOUTH AVENUE	\$ _____
BOWER PARK	BOWER RD, NORTH AVE	\$ _____
ADD ALTERNATES GROUP 2		
MILL SITE PARK	MAIN STREET	\$ _____
CADY PARK	MAIN STREET	\$ _____
HIGHWAY GARAGE	MAIN STREET	\$ _____

SIGNATURE SHEET

Signature	Company Name
Print Name	Company Address
City	St. Zip
Telephone #	Fax #
Federal Tax ID #	URL/Email Address

The above individual must be authorized to sign on behalf of the company submitting the proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least 45 DAYS

SECTION XI – INVOICE SHEET:

This weekly report must be submitted monthly to accounts payable along with a voucher for payment processing. A Signature authorizing the work to be performed as well as verification of work completed must be filled in to complete the payment process. The Town of Pleasant Valley's authorized agent. Shall be the Town Supervisor or a Town Maintenance employee

Please provide the date on which work was completed for each site during the week

FACILITY LOCATIONS INVOICE

LOCATION	ADDRESS	DATE
HELEN ALDRICH PARK	HIBERNIA RD	
PLEASANT VALLEY DAM	STREAM LANE	
WEST ROAD SCHOOL	WEST ROAD	
FIELD # 2	SOUTH AVENUE	
BOWER PARK	NORTH AVE	
MILL SITE PARK	MAIN STREET	
CADY PARK	MAIN STREET	
HIGHWAY GARAGE	SHEROW ROAD	

Authorized to complete _____ DATE _____

Verified Complete _____ DATE _____

NON-COLLUSIVE BIDDING CERTIFICATE

By submission of this bid or proposal, the bidder certifies that:

- a. This bid or proposal has been independently arrived at without collusion with other bidders or with any competitor or potential competitor.
- b. This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of bids or proposals for this project to any other bidder, competitor or potential competitors.
- c. No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal.
- d. The person signing this bid or proposal certifies that [he/she] has fully informed [himself/herself] regarding the accuracy of the statements contained in this certification and under the penalties of perjury affirms the truth thereof, such penalties being applicable to the bidder as well as to the persons signing in its behalf.
- e. Attached hereto (if this bid is submitted by a corporate bidder) is a certified copy of the resolution authorizing the execution of this certificate by the signatory of this bid or proposal on behalf of the corporate bidder.

Name:

Title:

Address:

Sworn to before me this

____ Day of _____, 201____

Notary Public

CORPORATE NON-COLLUSIVE RESOLUTION

Resolved that _____, as _____ [insert title] of _____ [insert name of corporation] be authorized to sign and submit the bid or proposal of this corporation for the provision of _____ services to the Town of Pleasant Valley and to include in such bid or proposal the certificate as to non-collusion required in section 103-d of the General Municipal Law as the act and deed of such corporation and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by:

[Insert Name of Corporation] _____ Corporation at a meeting of its Board of Directors held on the ____ day of _____, 201__.

Secretary