

INVITATION FOR BIDS

LAWN CARE SERVICES

Town of Rhinebeck New York

The Town of Rhinebeck Maintenance Department is inviting bids from qualified bidders to provide seasonal lawn care maintenance on specified Town properties including spring clean up and routine lawn care. The contractor will be expected to maintain in a park like appearance the following properties:

- Lawn and playing field areas at the Thompson-Mazzarella Park;
- Lawn and playing field areas at the Stone Church Recreation Park;
- Lawn areas at the Transfer Station/Recycling Center;
- Lawn areas at the Rhinecliff Waterfront Park;
- Lawn areas at the Rhinecliff Memorial;
- Lawn areas at the Rhinecliff Park (parking lot);
- Lawn areas at the North Vandenburg Cove Sewer Plant;
- Lawn areas at the South Vandenburg Cove Sewer Plant.

Bids must be received in hand by the Town Clerk no later than **3:00 pm** local time on **March 25, 2011**. Late bids will not be accepted. Bids shall be addressed to:

Robert Fitzpatrick - Superintendent
Maintenance Department
80 East Market Street
Rhinebeck, New York 12572

Submit an original and three (3) copies of your bid. Bids may not be submitted electronically, nor by fax. Inquiries about this invitation shall be directed to Robert Fitzpatrick, in writing at the above address, and received no later than March 15, 2011. No telephone inquiries will be accepted. All questions and answers will be posted in the Town Clerk's office. Answers will be posted as quickly as possible, but no later than March 18, 2011. The questions and answers, when posted, are part of this invitation.

Addenda to Invitation for Bids

Any revisions to this invitation will be posted in the Town Clerk's office. All bidders are responsible for keeping informed of any revisions to this invitation.

Schedule

Invitation Issued – February 28, 2011
Pre-Bid Meeting – March 10, 2011
Last Date for Inquiries – March 15, 2011
Responses to Inquiries – March 18, 2011
Bids Due – March 25, 2011
Selection within 30 days

Pre-Bid Meeting

All prospective bidders may attend a meeting and tour the properties at 10:00 AM on March 10, 2011 at the Town Hall. Please call the Town Clerk's office at (845) 876-3409 no later than March 8, 2011 to advise if you will attend the meeting and tour of the properties.

If inclement weather causes the pre-bid meeting to be rescheduled, all prospective bidders who have indicated that the bidder will attend the meeting will be notified by 12:00 pm on March 9, 2011 of the rescheduled date.

Term

The contract will be for one (1) year Term beginning on April 1, 2011 and ending on March 31, 2012 with an option to renew in the Town Board's sole discretion for two (2) additional one (1) year terms.

Scope of Work

The selected contractor shall furnish all labor, tools, vehicles, supplies, and equipment required to perform the services described hereunder at the properties.

The contractor shall maintain the lawns in a neat and clean condition. The contractor shall collect and haul away to areas designated by the Maintenance Department Superintendent all clippings, trimmings and cuttings within the same day of service.

Competent, trained lawn care personnel are to be used in providing the services under this contract. A representative of the contractor, in addition to the crew foreman, shall be available locally during regular working hours. There shall be no additional cost for services provided outside of the contractor's usual business hours or on Saturday, Sunday and legal holidays.

A. Spring Clean Up: Leaves will be raked and removed, dead branches and debris cleared from the grounds. The grounds include all lawn areas, under all shrubs and trees, and all shrubbery beds. The date of the spring cleanup session must be scheduled in advance with the Maintenance Department Superintendent, who will also inspect and approve job performance following the cleanup of each area.

B. Lawn Areas:

1. Lawn mowing will be scheduled by the Maintenance Department Superintendent. The frequency of mowing will be as needed, but generally in accordance with the normal growing cycles. The length of time between mowing at each area will be determined by the Maintenance Department Superintendent, but generally most active areas will require weekly care from April through September. Fields should be maintained at heights between 2 ½" and 3". The schedule may vary at the Department's discretion (i.e., during a drought the area that is to be mowed weekly may be mowed bi-weekly or extra mowing may be required in a wet year).
2. Grass clippings thrown or blown onto roadways or walks must be removed.
3. Trimming: Grass around trees, rocks, building foundations, curbs, ramps, fences, walkways and other obstacles must be mowed or trimmed.
4. Banks/Ditches: Vegetation in banks and ditches within areas being mowed must also be trimmed each time the area is mowed.

Payment

The Maintenance Department Superintendent will verify work under this contract.

If the contractor fails to adhere to the lawn service schedule, or if the contractor fails to satisfactorily provide the lawn service to all or any service area, the Department will inform the contractor and the contractor shall complete corrective action within twenty four hours. No payment shall be made to the contractor until all deficiencies have been corrected. If the contractor exhibits a pattern of non-performance as shown by repeated deficiencies, the Department may terminate the contract without further obligation to the contractor.

The Maintenance Department Superintendent will conduct inspections on a regular basis. The contract amount will be paid in equal monthly allocations from May to November.

Minimum Qualifications

Each bidder shall:

03/03/11

1. Demonstrate that the bidder is currently operating as a company providing lawn care services similar to those sought by this invitation and has done so continuously during the three (3) calendar years immediately preceding submission of its bid.
2. Demonstrate that the bidder has billed and received payment for work the same as, or similar to, that sought by this invitation in the aggregate amount of \$25,000.00 in each year of the three (3) calendar years immediately preceding submission of its bid.
3. Provide the name, address, contact person, telephone number for the three (3) recent customers for which the bidder has provided lawn care service, the dates and location where the bidder provided the lawn care service and the annual amount of the billing to each customer. The Department reserves the right to contact any or all of those customers to verify the information the bidder provides and ask for positive and negative references.
4. Provide a list of equipment proposed to be used, including the make, model, and year, which shall include at a minimum: Finish riding mowers, Finish push mowers, Gas powered weed eaters

Bid

All bids must be submitted on the "Bid Form" attached to this invitation. One award will be made to qualified bidder offering the lowest cost.

Reservation of Rights

The Department reserves the right to:

- Reject any or all bids received with respect to this invitation;
- Decline to award a contract from this invitation;
- Require clarification from any bidder to assure a full understanding of the responsiveness to the requirements of the invitation;
- Waive or modify minor irregularities in bids received;
- Request from a bidder additional information deemed necessary to more fully evaluate its bid or absent required forms. Bidders will have three (3) business days to respond to the request;
- Amend this invitation after its release, with appropriate written notice posted on the Town's website, and;
- Negotiate with any or all bidders within the bid requirements, in the best interest of Town of Rhinebeck.

Notification of Award

The Department will notify the selected bidder verbally, followed by a written confirmation.

New York Law

The provisions of New York law shall apply to the contract and to all claims, actions and other proceedings arising out of the contract.

Approvals

The contract shall be subject to the approval of the Town Board of the Town of Rhinebeck, New York.

Non-Collusive Bidding Certification

You are required to certify under the penalty of perjury that your bid was arrived at independently.

Contract Termination

This provision authorizes the Department to terminate its contract with you if any of the information you provided in the documents making up the Standard Contract Provisions is intentionally incomplete or intentionally false. If contract termination is proposed, you will be notified and given an opportunity to explain why you believe the contract should not be terminated.

Workers' Compensation & Disability Benefits Insurance

Pursuant to sections 57 and 220 of the State's Workers' Compensation Law, no State agency may enter into a contract with a vendor until the vendor produces proof that it has secured Workers' Compensation and Disability Benefits Insurance. Bidders must include, as part of their bid, a C-105.2 form and a DB-120.1 form completed and certified by their insurance carrier, attesting to the existence of proper insurance coverage. The insurance coverage must be under the company name, federal employer identification number and policy number issued to the Bidder.

Cost Liability

The Town of Rhinebeck assumes no responsibility or liability for costs incurred by the Bidders in preparing and submitting their bids in response to this Bid.

Freedom of Information

The selected Bidder's bid and any contract resulting from this Bid are subject to the provisions of New York's Freedom of Information Law, Public Officers Law, Article 6. The selected Bidder's financial and proprietary business information will be received and accepted as confidential information and not subject to disclosure.

New York State Department of Agriculture and Markets

BID SHEET

LAWN CARE SERVICES

All bids must be submitted on this sheet.

Lawn Care: Please state a price for each time each of these areas is mowed.

Spring Clean Up \$ _____

Weekly Mowing and Trimming \$ _____

Grand Total \$ _____

Company

Name

Date

Signature

Address

Phone

**NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY
SECTION 139-D OF THE STATE FINANCE LAW**

BY SUBMISSION OF THIS BID, ANY 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/HER KNOWLEDGE AND BELIEF:

[1] The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[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.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], AND [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER(S) SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE.

Signature _____

Name (Typed) _____

Company Position _____

Company Name _____

Date Signed _____

Sworn to before me this

_____ day of _____, 2010

Notary Public

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____
Signature

Name: _____ Title: _____

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the Town, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the Town shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.
2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Town and any attempts to assign the contract without the Town's written consent are null and void. The Contractor may, however, assign its right to receive payment without the Town's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.
3. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
4. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Town a non-collusive bidding certification on Contractor's behalf.
5. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
6. **LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.
7. **NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.