



T C P D C

TIOGA COUNTY PROPERTY DEVELOPMENT CORPORATION

607.687. 8256

| www.tiogacountyny.gov

| 56 Main St. Owego NY 13827

Request for Proposals

LAWN MAINTENANCE SERVICES

Request Issued: March 13, 2024

Proposals Due: March 22, 2024 at 4:00 PM

Background Information

The Tioga County Property Development Corporation (A NYS Land Bank) fosters economic and community development by acquiring, holding, managing, developing and marketing distressed, vacant, abandoned, tax foreclosed and under-utilized residential and commercial properties. The Land Bank owns a variety of properties including vacant and improved lots, some with vacant structures. The majority of these properties are located in the Villages of Owego and Waverly, NY.

The Land Bank currently owns 22 properties that require lawn maintenance, consisting of 18 vacant lots and 4 properties with structures. All properties should be mowed and trimmed every three weeks, unless otherwise directed by Land Bank Director. On the occasion that a property is sold, the Land Bank Director will notify the contractor in writing indicating when lawn maintenance service is to cease for the specified property.

Scope of Work and Requirements of Bidders

The successful bidder will be awarded a two-year contract for lawn maintenance services for the 2024 and 2025 mowing seasons. All properties will be mowed once every three weeks unless otherwise directed by Land Bank Director. The date of the first and last cut will be determined by Land Bank Director 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 Director.

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 the limits 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).

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- 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 Tioga County Property Development Corporation, 56 Main Street, Owego, NY 13827). 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 Contractor's 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 the Owego lots or only the Waverly lots and describe the details of any current or past contracts your company has had.
- Quote a:
 - standard unit price for routine mowing of Owego lots
 - standard unit price for routine mowing of Waverly lots, 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 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 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 2024 mowing season with the option to renew for 2025.

Responses should be submitted via email to **Brittany Woodburn** at woodburnb@tiogacountyny.gov with the subject line “Lawn Maintenance RFP” or by mail to:

Tioga County Property Development Corporation
56 Main Street
Owego, NY 13827

Submissions must be received by **4:00 PM on Friday, March 22, 2024**. The Land Bank Board of Directors will vote to approve the winning bidder(s)' contract(s) at their meeting on March 27, 2024.