

Town of Canandaigua

5440 Routes 5 & 20 West
Canandaigua, NY 14424
(585) 394-1120 ~ townofcanandaigua.org
Established 1791

Request for Proposals - Landscaping Services (Cemeteries)

Released: January 7, 2021

Due: March 1, 2022 prior to 4pm

The Town of Canandaigua is seeking seasonal landscaping services at specific Town-owned properties for the 2022 calendar year (approximately 26 weeks).

Proposals shall be addressed to: Lindsay Frarey, Parks Coordinator
Town of Canandaigua
5440 Route 5 & 20 West
Canandaigua, NY 14424

OR sent digitally to: LFrarey@townofcanandaigua.org

If mailing; two (2) hard copies of the proposal shall be submitted. The envelope shall note the name and address of the company submitting the bid. Proposals may be delivered by mail, courier, or in person. Or One (1) digital copy may be sent to LFrarey@townofcanandaigua.org. The Town is not responsible for bids not received digitally. Proposals must be received **PRIOR TO 4:00 PM EST** on March 1, 2022 to be considered.

Proposals shall encompass the following scope of services:

- Lawn mowing - must maintain grass height at no more than 3 inches. No riding mowers can be used within 2 feet of a gravestones, mowers chutes must aim away from gravestones.
- Trimming around all structures, trees, flagpoles, ditches, sidewalks, headstones, parking lots, medians, etc.
- Blowing clippings off and away from all parking surfaces, equipment, walkways, picnic areas, buildings, flower beds, benches, headstones, signs, etc.
- Trash/debris clean up prior to mowing, within reason. **NO** mowing over visible trash.

- Maintain open communication with the Town of Canandaigua's Parks staff to convey weekly priorities, to plan, fallen stones, damage to stones due to weather, and to ensure quality control.
- Proper maintenance around the gravestones

By submitting a proposal, contractor understands that they will be held liable for any damages to Town property as a result of these services, including but not limited to damages to structures, signs, benches, trees, headstones, doggie stations, etc.

The Town of Canandaigua will accept proposals for the following locations:

Prevailing wage is required for all locations.

Town Cemeteries

- Tilton: 2007 New Michigan Road
- Cooley: 2765 Cooley Road
- Sandhill: 4885 Emerson Road
- Hunn/Woolhouse: Corner of County Road 32 and Woolhouse Road
- Remington: 5270 Nott Road
- Lucas: 4643 Rt 21 South
- Academy: 5196 Seneca Point Road

Questions:

Questions about this Request and/or current prevailing wage schedules may be directed to Lindsay Frarey at lfrarey@townofcanandaigua.org or (585) 394-1120 x2229.

Questions will be answered until February 1, 2022 and answers will be posted to the Town of Canandaigua's website page "RFP/Bids" by February 4, 2022.

Proposal Format

Proposals must include the following:

1. Completed Summary of Services. (Page 4)
2. Signed Town of Canandaigua Independent Contractor Supplemental Terms and Conditions Agreement. (Pages 5-7)
3. Signed Non-Collusive Bidding Statement. (See page 8)
4. A current Certificate of Liability Insurance, and Worker's Compensation Insurance Certificate or CE-200 Exemption Certification. (If not effective through the end of 2022, renewal must be provided upon expiration.)
5. OPTIONAL – Contract for Services. (If not provided with proposal, the Town of Canandaigua will provide upon award of the bid.)

Selection:

Any contract(s), if awarded, will be to the lowest responsible bidder(s), who, in part or in whole meets all the terms of the specifications. Any contract(s) awarded as a result of this bid will be between the Town of Canandaigua and the successful vendor(s). The Town of Canandaigua guarantees no minimum or maximum purchases or contracts as a result of this bid. The Town of Canandaigua reserves the right to terminate the selection proceedings at its option at any time during the process.

Incomplete proposals will not be considered. The Town of Canandaigua reserves the right to reject any or all proposals; to negotiate any elements of a proposal; to conduct interviews at its sole discretion; and to solicit and/or select contractors for the program outside the scope of this request.

The Town of Canandaigua assumes no responsibility or liability for costs incurred by respondents to this Request for Proposals, including any requests for additional information, interviews, or negotiations.

Minority-and Women-owned Business Enterprises (M/WBE) are encouraged to respond to this request.

The Town of Canandaigua shall not discriminate against or in favor of any bidder on the bases of race, religion, sex or sexual preference, age, national origin, disability, or political affiliation.

Summary of Services

You may complete this form or submit the same information in another format.
All questions on this form must be answered in order for the proposal to be considered complete.

1. Please list the locations included in your proposal: _____

2. Please provide the cost per occurrence for each location, as well as a total cost for the season.

3. Please provide a list or narrative explaining how you/your company plans to complete the proposed scope of work. Please include the number of employees both employed by the company and who will be assigned to this job, as well as the equipment that will be used to complete this job. _____

4. Please provide three (3) professional references:

Name: _____
Service Location: _____
Phone Number: _____

Name: _____
Service Location: _____
Phone Number: _____

Name: _____
Service Location: _____
Phone Number: _____

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INDEPENDENT CONTRACTOR SUPPLEMENTAL TERMS AND CONDITIONS

These Supplemental Terms and Conditions (“Terms and Conditions”) are required to be incorporated into any agreement between the Town of Canandaigua (“Town”) and any Independent Contractor (“IC”) providing services and/or work to the Town (collectively, “Services”). The Terms and Conditions herein shall supersede any other inconsistent terms between the Town and the IC.

1. Payment Terms

- A. Any and all requests for payments for Services shall be submitted to the Town Clerk in writing and shall be certified as true and correct. Payment is subject to approval by the Town at its next regular Town Board meeting and no late charges, penalties, and/or interest may be assessed by the IC against the Town until the Town has approved payment to the IC.
- B. The maximum liability of the Town shall in no case exceed the maximum amount appropriated by the Town for the Services.

2. Ownership of Work Product

All work product, including records in any medium, compiled and/or prepared by the IC in the delivery of Services to the Town (collectively, “Work Product”), shall become and remain the property of the Town. IC shall not, by virtue of the Services to the Town have or obtain any right, title or interest in or to such Work Product, and shall have no right to disclose, use, and/or exploit such Work Product, except that IC may maintain a copy of the Work Product for purposes of maintaining its business records.

3. Assignment and/or Subcontract

IC is prohibited from assigning any and/or all of its rights under any agreement with the Town without the prior express written consent of the Town. IC is prohibited from subcontracting any part of the Services without the prior written consent of the Town. In the event that the Town consents to an assignment and/or subcontract, all Services received by the Town shall be deemed performed by the IC and IC shall remain primarily responsible for the Services provided to the Town.

4. Absence of Conflicts of Interest

IC agrees that I has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the Services provided to the Town.

5. Status as Independent Contractor

IC expressly understands and agrees that it is and shall in all respects be considered an independent contractor, and IC, its employees, partners, associates, subcontractors, sub-consultants, and any others employed by it, are not and shall not hold themselves out nor claim to be an officer or employee of the Town, nor make claim to any rights accruing thereto, including but not limited to Workers Compensation, Unemployment Benefits, Social Security or retirement plan membership or credit. IC shall comply, at its own expense, with the requirements of all federal, state, and local laws, rules and regulations applicable to it as an employer of labor or otherwise. IC shall further comply with all rules, regulations and licensing requirements pertaining to its professional status, if any, and that of its employees, partners, associates, and subcontractors.

6. Non-Discrimination

IC represents that in the hiring of employees for the Services, neither IC, nor any contractor, subcontractor, nor any person acting on behalf of IC, shall be reason of race, creed, color, sex, age, physical disability or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the Services. IC further represents that neither IC, nor any contractor, subcontractor, nor any person on its behalf shall, in any manner, discriminate against or intimidate any employee hired for the Services on account of race, creed, color, sex, age, physical disability or national origin.

7. Indemnification / Hold Harmless

IC agrees to the fullest extent of the law, that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the Town, IC shall indemnify and hold harmless the Town, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by IC or third parties under the direction or control of the IC. IC further agrees to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions of the IC and to bear all other costs and expenses related thereto.

8. Notices

All notices of any nature shall be in writing and sent by registered or certified mail postage pre-paid to each party as follows:

Town of Canandaigua:

Independent Contractor:

Canandaigua Town Clerk
Canandaigua Town Hall
5440 Routes 5 & 20 West
Canandaigua NY 14424

9. Termination

The Town reserves the absolute right to terminate the Services upon thirty (30) days written notice to the IC.

10. Insurance

The IC shall deliver a certificate of general liability insurance, errors and omissions insurance, or professional liability insurance, as the case may be, ("Liability Insurance"), with a limit amount no less than \$1,000,000.00 per occurrence, and naming the Town as the Certificate Holder. IC agrees to maintain the Liability Insurance in full force and effect until the completion of the Services.

_____ Liability Insurance requirement waived (Consent from the Town's insurance carrier must be obtained prior to granting a waiver absent an emergency).

_____ Modification of limit amount to \$_____ (Consent from the Town's insurance carrier must be obtained prior to a modification absent an emergency).

IC shall also deliver to the Town proof that IC maintains Worker's Compensation Coverage.

Dated: _____

Independent Contractor Authorized Agent:

Name: _____

Title: _____

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NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid each bidder and each person 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 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;
- 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.

BIDDER NAME: _____

STREET ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE AND EMAIL: _____

REPRESENTATIVE'S NAME: _____

REPRESENTATIVE'S TITLE: _____

SIGNATURE: _____ DATE: _____