



TOWN OF BALLSTON

323 Charlton Road, Ballston Spa, NY 12020

MAIL TO: P.O. Box 67, Burnt Hills, NY 12027

Overview:

The Town of Ballston is seeking bids from qualified vendors to provide mowing and other landscaping services for Jenkins Park and the Ballston Lake Fire Department Memorial Park for the 2023 season.

Requirements and Duties:

Weekly:

- Mow grass at Jenkins Park excluding baseball fields.
- Mow grass at Jenkins Park small baseball field.

Twice monthly:

- Mow grass at Ballston Lake Fire Department Memorial Park.
- Weed whack and trim at Jenkins Park including playground areas but excluding pond perimeter.

As often as needed:

- Mow grass at Jenkin's Park large baseball field and surrounding areas.

Other Information:

The Town and reserves the right to cancel or decline any service listed above for any length of time, for any reason, including but not limited to weather conditions, upon 24 hours written notice to the awarded firm.

Any questions regarding this RFP should be directed in writing to Deputy Supervisor Joe Whalen, at: jwhalen@townofballstonny.org

Bids Due:

Pricing per task listed above is required. Please complete and provide a list of itemized pricing along with your bid:

Frequency	Task	Price per service
Weekly	Mow grass at Jenkins Park excluding baseball fields.	
Weekly	Mow grass at Jenkins Park small baseball field.	
Twice monthly	Mow grass at Ballston Lake Fire Department Memorial Park.	
Twice monthly	Weed whack and trim at Jenkins Park including playground areas but excluding pond perimeter.	
As often as needed	Mow grass at Jenkin's Park large baseball field and surrounding areas.	

Three (3) hard copies of the bid should be sealed and labeled "Mowing Services" and submitted no later than 2pm on March 27th, 2023 to: Town of Ballston Town Clerk 323 Charlton Road Ballston Spa, NY 12020 at which time they will be opened and read aloud. Bids submitted after this time and date will not be considered. Any questions regarding this advertisement should be directed in writing to Deputy Supervisor Joe Whalen, at: jwhalen@townofballstonny.org

General Terms and Conditions:

The Town of Ballston is a sponsor of the Saratoga County Affirmative Action Equal Employment Agreement and strongly encourages all firms qualified and certified as Women/Minority/Disadvantaged Business Enterprises (W/M/DBE) to submit bids. The awarded firm or firms shall make a good faith effort to ensure that W/M/DBE firms are given the maximum opportunity to participate in this project.

Labor Laws:

The awarded firm will be required to comply with all applicable laws, including but not limited to labor laws and workers' compensation. Proof must be supplied within seven (7) days of bid award.

Liability Requirements:

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor/permittee hereby agrees to effectuate the naming of the municipality as an unrestricted additional insured on the contractor's insurance policies, with the exception of workers' compensation. If the contractor is self-insured, evidence of its status as a self-insured entity shall be provided to municipality. If requested, the contractor must describe its financial condition and the self-insured funding mechanism. Insurance shall be subject to approval of the Town's insurance carrier.
- II. The policy naming the municipality as an additional insured shall:
 - a. Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer.
 - b. Contain a 30-day notice of cancellation provided to the Town.
 - c. State that the organization's coverage shall be primary and non contributory for the Municipality, its Board, employees and volunteers.
 - d. The municipality shall be listed as an additional insured by using endorsement CG 2010 10 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance and is subject to approval of the Town's insurance carrier.
- III. The contractor/permittee agrees to indemnify the municipality for any applicable deductibles.

IV. Required Insurance:

a. Commercial General Liability Insurance

\$1,000,000 per occurrence/ \$2,000,000 aggregate.

General aggregate to apply on a per project basis.

b. Automobile Liability

\$1,000,000 combined single limit for owned, hired, and borrowed and non-owned motor vehicles.

c. Excess/Umbrella Insurance

\$1,000,000 each Occurrence and Aggregate

d. Workers' Compensation and N.Y.S. Disability

Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. No Proprietor/Partner/Executive Officer/Member may be excluded from Workers Compensation insurance.

V. Contractor acknowledges that failure to obtain such insurance on behalf of the municipality constitutes a material breach of contract. The contractor/permittee is to provide the municipality with a certificate of insurance, evidencing the above requirements have been met, within 30 days of commencement of work or use of facilities. The failure of the municipality to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the municipality. In the event the contractor utilizes a subcontractor for any portion of the services outlines within the scope of its activities, the subcontractor shall provide insurance of the same type or types and to the same extent of coverage as that provided by the contractor. All insurance required of the subcontractor shall name the municipality as an additional insured for all those activities performed within its contracted activities for the contract as executed. Proof of all subcontractors' insurance coverage must be provided at least seven (7) days prior to the commencement of the subcontractors' work.

In all cases, the following hold harmless agreement shall apply:

To the fullest extent permitted by the law, the Contractor shall indemnify and save harmless the Municipality, its Agents and Employees (hereinafter referred to as "Municipality"), from and against all claims, damages, losses and expense (including, but not limited to, attorneys' fees), arising out of or resulting from the performance of the work or purchase of the services, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or injury to or destruction of property caused by the tortious act or negligent act or omission of Contractor or its employer, agents, or subcontractors.

Proprietary Information:

The New York State Freedom of Information Law, Public Officers Law, Article 6, provides for public access to information. Public Officers Law, Section 87(d)(2) provides for exceptions to disclosure for records or portions thereof that are 'trade secrets or are submitted to an agency by a

commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise". Information that the proposer wishes to have treated as proprietary and confidential trade information should be identified and labeled "Confidential" or "Proprietary" on each page at the time of submittal. This information should include a written request to except it from disclosure, including a written statement of the reasons why the information should be excepted.

Right to Reject Bids:

This advertisement does not commit the Town to award a contract, pay any cost incurred in the preparation of a bid in response to this RFP or to procure or contract for services. The Town intends to award a contract on the basis of the best interest and advantage to the Town and reserves the right to accept or reject any or all bids received as a result of this request, to negotiate with all qualified proposers or to cancel this RFP in part or in entirety, if it is in the best interest of the Town to do so.

Cancellation Clauses:

Any violation of the terms, conditions, requirements and/or non-performance of the agreement resulting from this RFP shall result in immediate cancellation. The agreement may be cancelled by the Town of Ballston for any other reason(s) upon 30 days written notice.

Iran Divestment Act:

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 its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law .

Town of Ballston

Town Board

Eric Connolly, Town Supervisor

323 Charlton Road

Ballston Spa, NY 12020