

# Request for Bids

## 3 YEAR SERVICE CONTRACT - MAINTENANCE & WATERING FOR LAWNS, PLANTED BEDS, AND OTHER VEGETATED AREAS IN PARKS & STREET ISLANDS IN THE VILLAGE OF HASTINGS-ON- HUDSON

### SPECIFICATIONS

(Dated: 11/13/2020)

Bid Opening Date:  
Tuesday, December 1, 2020  
10:00 A.M.

### ONLINE BID OPENING ONLY

Village of Hastings-on-Hudson  
7 Maple Avenue  
Hastings-on-Hudson, NY 10706  
Tel: (914) 478-3400  
Fax: (914) 478-4624  
Website: [www.hastingsgov.org](http://www.hastingsgov.org)

## **NOTICE TO BIDDERS**

The Village of Hastings on Hudson hereby invites the submission of sealed bids  
For:

### **3 YEAR SERVICE CONTRACT - MAINTENANCE & WATERING FOR LAWNS, PLANTED BEDS, AND OTHER VEGETATED AREAS IN PARKS & STREET ISLANDS IN THE VILLAGE OF HASTINGS-ON-HUDSON**

Bids will be received until 3:00 P.M. on:

**Date**

November 30, 2020

By:

**Joseph Cerretani**

Village Clerk

7 Maple Avenue

Hastings-on-Hudson, NY 10706

The scope of work includes lawn maintenance, flower bed preparation, and watering performed primarily throughout the Village streets, parks, and facilities, and will be made available beginning on Friday, November 13, 2020 online at <https://www.hastingsgov.org/village-clerk/pages/legal-public-notices> or by sending an email to the Village Clerk at [JCerretani@hastingsgov.org](mailto:JCerretani@hastingsgov.org).

In addition to the above, the Village of Hastings-on-Hudson has partnered with BidNet as part of the Empire State Purchasing Group and will post our bid opportunities and any addendums to this site. As a vendor, you can register with Empire State Purchasing Group and be sure that you see all of the Village's available bids, addendums, and opportunities. Detailed plans and specifications for said bid may be obtained through the Empire State Purchasing Group at the following link: [www.bidnetdirect.com/new-york/hastings-on-hudson](http://www.bidnetdirect.com/new-york/hastings-on-hudson)

Bids will be opened and read aloud December 1, 2020 at 10:00 A.M. via video conference. Bidders may view bid opening online with information posted on the Village website, [www.hastingsgov.org](http://www.hastingsgov.org), or provided by the Village upon request.

Awards will be made at a meeting to be held at a later date  
Clearly label your package:

### **3 YEAR SERVICE CONTRACT - MAINTENANCE & WATERING FOR LAWNS, PLANTED BEDS, AND OTHER VEGETATED AREAS IN PARKS & STREET ISLANDS IN THE VILLAGE OF HASTINGS-ON-HUDSON**

The Village of Hastings-on-Hudson reserves the right to reject any or all bids.

Vendors may submit questions in writing on or up to 4:00 PM on November 18, 2020. Answers will be posted online at <https://www.hastingsgov.org/village-clerk/pages/legal-public-notices> in the appropriate Bid Document file and distributed to all known bidders by 4:00 PM on November 23, 2020.

## **INSTRUCTIONS TO BIDDERS**

1. Bids must be submitted on the attached set of forms. (Do not separate these sheets).
2. Each Bidder must state that no employee or member of the Village, and no spouse of such employee or member, is directly or indirectly interested in the proposal.
3. The proposal is to be enclosed and sealed in an envelope marked with the name of the bidder and "Bid for: 3 YEAR SERVICE CONTRACT - MAINTENANCE & WATERING FOR LAWNS, PLANTED BEDS, AND OTHER VEGETATED AREAS IN PARKS & STREET ISLANDS."

Proposals must be received by:

**Joseph Cerretani**  
Village Clerk  
7 Maple Avenue  
Hastings-on-Hudson, NY 10706

BY 3:00 PM, November 30, 2020

and will not be considered if submitted on other than the attached form bid. Bids will be opened at a time to be determined by the Owner.

4. During the performance of the contract, vendor agrees as follows:

a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or compensation; and selection for training including apprenticeship. The vendor agrees to post in conspicuous places available to all employees and applicants for employment, notices setting forth the provisions of the nondiscrimination clause.

b) The contractor will, in all solicitations, or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed or national origin.

NAME OF BIDDER:

\_\_\_\_\_

ADDRESS OF BIDDER:

\_\_\_\_\_

SIGNATURE OF AUTHORIZED OFFICER:

\_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

## **SCOPE OF WORK**

The Village of Hastings-on-Hudson is soliciting qualified firms or individuals to provide **MAINTENANCE & WATERING FOR LAWNS, PLANTED BEDS, AND OTHER VEGETATED AREAS IN PARKS & STREET ISLANDS** as detailed herein. These services will be scheduled as detailed below:

**Bidders are responsible to visit all sites referenced in the bid package. Attached maps provide locations corresponding to items in SECTION II: Areas to be Maintained.**

**The use of leaf blowers is currently not permitted within the Village of Hastings-on-Hudson between the dates of May 16 and October 14, unless permitted by order of the Village Manager. Contractors performing the work described in this contract will not be allowed the use of leaf blowers during this restricted time. Leaf blowers will only be allowed if and/or when this restriction is removed. In addition, the Village encourages the use of electric leaf blowers only.**

### **EXPERIENCE:**

The contractor shall present with the proposal evidence that he or she has at least five (5) years of satisfactory experience in the maintenance & watering for lawns, planted beds, and other vegetated areas in parks & street islands. The contractor shall guarantee that any employee operating lawnmowers, leaf blowers or other machines or equipment associated with this work shall have experience and proper training in the operation of such.

### **SAFETY FIRST:**

The contractor shall conduct all operations in a safe manner. All workers shall use all necessary personal protection equipment for the work being performed. All workers shall have proper safety training as it pertains to maintenance & watering for lawns, planted beds, and other vegetated areas in parks & street islands.

## **SECTION I: Work to be performed**

Unless otherwise indicated, the following must be performed at each location listed in **SECTION II: Areas to be Maintained.**

### **A. SPRING CLEAN-UP**

1. Shall be conducted weather permitting during the month of April.
2. Shall consist of raking/dethatching all turf areas (preference is given to a non- powered Jrco rake mounted to the front of a lawn mower).
3. Clean up of all leaves, branches, and miscellaneous debris within all street and traffic islands, parking lots, street wells, flower beds, and park areas.
4. All sidewalks and blacktop areas are to be cleaned.
5. All planting areas are to be given defined edges.
6. All clean-up debris are to be removed from site at contractor's expense, and no debris are to be placed into the wooded areas surrounding the parks.

7. Cut down of all ornamental grasses in spring as new growth emerges.
8. Blow leaves out of planting beds if not sufficiently broken down over winter, shred and place back into the beds as organic mulch.

#### B. WEEKLY MAINTENANCE

1. Shall take place at each specified site ONCE WEEKLY from the first week of April up until and including the last week of November.
2. Will include policing of all turf areas as well as sidewalks and parking areas for any branches, garbage or miscellaneous debris.
3. Mowing of all turf areas during the normal growing season (including the mowing of three ball fields and pool complex each Friday so the fields and pool will look maintained for the weekend).
4. Trimming of all areas the lawnmowers cannot reach.
5. Cleaning of all sidewalks, steps, parking areas and areas underneath the bleachers at all athletic fields (please note: use of leaf blowers are prohibited from May 16 to October 14 within the Village of Hastings-on-Hudson).
6. All branches and other debris must be removed from site at contractor's expense and no debris are to be placed into the wooded areas surrounding the parks or parking lots.
7. At season's end, leaves in follower beds to be left in place, 3" – 6" deep.
8. At season's end, leaves within lawn areas are to be mulched in place to serve as organic lawn fertilizer. Excess leaves can be shredded and used as mulch in a flower bed or removed for composting.

#### C. SHRUB AND HEDGE MAINTENANCE

1. Shall be performed a minimum of three times per year per site and as needed.
2. All ornamental shrubs under 8' are to be included.
3. Shrub and hedge areas to be weeded of any dissimilar growth (i.e. vines, trees or weeds).

#### D. WATERING

1. All watering shall be done from Memorial Day to September 30 between the hours of 5 a.m. and 10 a.m. every Monday, Wednesday, Friday and Saturday.
2. Watering shall take place on the prescribed days unless there has been an 1/8 of an inch of rain within 12 hours prior.
3. All water will be provided by the Village of Hastings-on-Hudson.
4. Watering will include all roadway islands planted with ornamental flowers, as well as all hanging flower baskets and flower boxes in the downtown area.
5. Adopt-a Spot planted areas described in section F below should be watered once weekly and deeply, unless there has been an inch (1") of rain within 7 days prior.

#### E. FLOWER BEDS, PARKING LOTS, & STREET WELL MAINTENANCE

1. Weekly weeding, cleaning, and cultivation of flower bed areas with all debris removed.
2. Weed growth along curb lines in parking lot areas cut back weekly and debris removed.
3. Parking lots and high traffic areas should be maintained early in the morning before they fill up.
4. Weed and debris removal in all street wells surrounding mature trees.
5. Define edges, weed, and remove debris to prepare flower beds no later than May 1.

## **F. ADOPT-A-SPOT PLANTED AREAS**

The Village has a program whereby volunteers may adopt an area in a park, or on a traffic island or adjacent to a roadway to promote beautification and ecological well-being. These areas will be specifically identified with signage and require special attention not to be mowed and disturbed. Watering of said areas will be required but other maintenance will be done by Volunteers unless specifically requested. It is anticipated that there will be 2 or 3 SPOTS in 2021 with numbers increasing in future years. The chosen Landscaper must take care to mow only around these gardens.

## **SECTION II: Areas to be maintained:**

### **A. STREETS & TRAFFIC ISLANDS**

1. Edgars Lane
2. Broadway: Area near Zinsser Park (along the wall, northbound)
3. Southside Avenue Plaza
4. Fulton Hill: Southside Avenue near Train Station (Adopt-a-Spot location)
5. Broadway at Travis Place: Area near low stone wall
6. American Legion Plaza: Broadway opposite Foodtown
7. Broadway at Chauncey Place: Area near the flower box
8. Chauncey Lane
9. Island: Hillside Avenue at Rosedale Avenue (1) (Adopt-a-Spot location)
10. Islands & Village Property: Mount Hope Boulevard from Rosedale Avenue to Stanley Avenue
11. Mount Hope Boulevard: North Side (street to sidewalk) from Overlook Road to Cliff Street
12. Island: Farragut Avenue opposite Burke Estate (1)
13. Island: Ravensdale Road at Farragut Avenue (1)
14. Ravensdale Road Bridge (sidewalk and guard rail area to be maintained)
15. Islands: Farragut Avenue (5)
16. Farragut Parkway at Saw Mill River Parkway: North side from turn around to small creek, south side from small creek to tree line
17. Farragut Avenue at Nepera Place
18. Islands: Broadway (2)
19. Islands: Aqueduct Lane (3)
20. Islands: Tompkins Avenue at Broadway (2)
21. Tompkins Avenue: Broadway to the Yonkers City Line (next to Andrus Children's Home)
22. Broadway south from road split to Pinecrest Drive (west side from curb to wall)
23. Islands & Village Property: Pinecrest Parkway and Pinecrest Drive
24. Pinecrest Dr. from Warburton Ave. to top of hill (west side along guard rail)
25. Warburton Avenue: Washington Avenue to Yonkers City Line (next to The Riverview)

### **B. PARKS**

1. Wagner Plaza: Warburton Avenue at Broadway
2. Zinsser Park: Includes ball fields and community gardens
3. Fulton Park: Village Hall (Municipal Building) and Public Library
4. VFW Park & Plaza: Warburton Avenue at Spring Street
5. MacEachron Waterfront Park: River Street

6. Kinnally Cove: River Street
7. James Harmon Community Center
8. Hook & Ladder Fire House
9. Passive Park: Villard Avenue at Broadway
10. Hillside Park: Includes Chemka Pool, Chemka Pool Road, Sugar Pond, Hillside Tennis Courts and surrounding areas. A perimeter of 5' is to be maintained around the external perimeter of the tennis courts. A perimeter of 3' is to be maintained around the external perimeter of the Chemka Pool as it borders the Hillside Woods.
11. 9A: By the Lofts on Saw Mill River Road.
12. Nepera Park: Farragut Avenue and Nepera Place
13. Uniontown Park: Includes ball fields
14. Draper Park: Broadway at Washington Avenue. Includes Historical Society
15. Quarry Park (upon completion): Low maintenance of two cuts per year
16. Senior Citizen Vest Pocket Park: Warburton Avenue
17. Riverview Park: Warburton Avenue.
18. Rowley's Bridge Park: Includes meadow at Southside Avenue entrance and 25' right of way on the east side of the driveway to the foot bridge.

#### C. PARKING LOTS

1. Zinsser Park Lot at Edgars Lane
2. Boulanger Plaza: Main Street
3. Steinschneider Lot: Behind Warburton Avenue and Spring Street
4. Post Office Lot: Warburton Avenue
5. Con Edison Lot: Southside Avenue
6. Zinsser: Southside Avenue across from the Train Station
7. Uniontown Lot: Rose Street

#### D. STREET WELLS

Street wells consist of all planting areas adjacent to mature trees on the following streets. All areas should be kept maintained and weeded weekly.

1. Main Street
2. Spring Street
3. Warburton Avenue
4. Southside Avenue

#### E. PREPARATION OF FLOWER BEDS

All plants are to be supplied by the Village of Hastings-on-Hudson. All preparation of beds is to be completed by May 1.

1. Zinsser Park
2. Wagner Plaza
3. Downtown Area: Includes 13 Flower Barrels
4. VFW Park & Plaza
5. Public Library
6. Village Hall (Municipal Building)
7. Zinsser: Across from the Train Station
8. Boulanger Plaza
9. James Harmon Community Center
10. American Legion Plaza

11. Chemka Pool
12. Islands: Farragut Avenue (5)
13. Uniontown Lot
14. Broadway at Tompkins Avenue

All company units on site must have phones or pagers for communication.

The Village requests that the contractor respond to the Bid Request covering the estimated unit quantities as stated herein.

Multiple suppliers may be awarded the bid as required and necessary and as in the best interest of the Village of Hastings-on-Hudson.

### **BID DUE DATE**

Sealed bids will be accepted up until 3:00 P.M. on Monday, November 30, 2020, either in the Clerk's Office, Village Hall, 7 Maple Avenue, Hastings-on-Hudson, NY 10706 or mailed to the attention of the Village Clerk, Joseph Cerretani, to be received by the Bid Due Date.

Please return the completed Bid Form and Non-Collusive Bidding Certification by the bid date indicated above.

### **AWARD CRITERIA**

The award of a contract (or contracts) for the described services will be made by the Village of Hastings-on-Hudson's Board of Trustees and shall be based on the cost of services and adherence to all required qualifications.

### **RIGHT TO REJECT PROPOSALS**

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

### **CANCELLATION CLAUSE**

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

### **BASIS OF PAYMENT**

In responding to this Bid Proposal, the Contractor shall provide his pricing as requested on our Cost Summary page attached herein. The price shall cover the cost of furnishing all labor, fuel, equipment, and materials necessary to complete the work. Payment requests shall be made



monthly. Upon contractor's presentation of a detailed invoice and completed Village of Hastings-on-Hudson Standard Claim Form, authorized by the Superintendent of Parks or his designee.

Certified payrolls are required with every request for payment to the Village of Hastings-on-Hudson or if requested by the New York State Labor Department.

The contractor shall also provide any necessary information requested when and if adjustments need to be made to this contract. This information will also be utilized when the contractor is called upon by the Village to perform additional services.

### **TERM OF CONTRACT**

Award of this contract shall be for a term of thirty-six months with the mutual option to renew for three (3) years. It is our intent to have this contract work commence January 1, 2021 with an end date of December 31, 2023.

### **EQUIPMENT**

The Contractor shall provide all personnel, equipment, vehicles, and tools required to effectively perform the **MAINTENANCE & WATERING FOR LAWNS, PLANTED BEDS, AND OTHER VEGETATED AREAS IN PARKS & STREET ISLANDS** as detailed herein.

### **All bidders must complete Section C. EQUIPMENT under BIDDERS QUALIFICATIONS.**

It is the Contractor's sole responsibility to maintain any and all equipment it requires to fulfill its obligations under this contract. The Village of Hastings-on-Hudson reserves the right to inspect and approve all contractor equipment. The Contractor must replace any equipment the Village determines unfit for use with equipment approved by the Village.

Notwithstanding these requirements, it is the Contractor's sole responsibility to ensure equipment used in conjunction with this contract is safe. The Village assumes no liability for unsafe equipment even if the Village approves the equipment for use. Further, it is the Contractor's sole responsibility to safeguard and secure this equipment. The Village assumes no liability for damages caused to the Contractor's equipment by misuse, theft, or vandalism while operating or idle within Village boundaries.

### **PERFORMANCE REVIEW**

Contractor shall be available to meet with the Village Manager, Superintendent of Public Works and the Superintendent of Recreation to discuss any suggestions or complaints regarding the execution of the contract.

### **TIMING**

The contractor must contact the Superintendent of Recreation prior to performing any operations (such as weed control, fertilization, trimming of ornamental bushes, etc.) during the period of the contract with the exception of mowing.

## **LIABILITY REQUIREMENTS**

The awarded vendor(s) shall be responsible for all damage to life and property due to negligent, reckless or malicious intentional activities of the awarded vendor, his subcontractors, agents or employees in connection with his services under this Agreement. The awarded vendor(s) specifically agrees that his Subcontractors, agents, or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform. Further, it is expressly understood that the awarded vendor(s) shall indemnify and save harmless the Village of Hastings-on-Hudson, from claims, suits, actions, damages and costs of every name and description resulting from the negligent, reckless or malicious intentional performance of the services of the awarded vendor under this Agreement, and such indemnity shall not be limited by reason of enumeration of any insurance coverage herein provided. Negligent performance of services, within the meaning of this Article, shall include, in addition to negligence founded upon tort, negligence based upon the awarded vendor's failure to meet professional standards and resulting in obvious or patent errors in the progression of his work.

The awarded vendor(s) shall, during the performance of the work, maintain the following insurance in the types and amounts, and with insurers satisfactory to the Village of Hastings-on-Hudson:

<b>Commercial General Liability (CGL)</b>	<b>(5,8 &amp; 9)</b>
<b>Each Occurrence</b>	
General Liability	\$1,000,000
Personal & Adv injury	\$1,000,000
Med Expense Any One Person	\$5,000
Damage to Rented Premises	\$50,000
General Aggregate	\$2,000,000
Products – Comp/Op Aggregate	\$1,000,000
<b>Auto Liability – including BI and PD (AL)</b>	<b>(2 &amp; 7)</b>
Combined single Limit per accident	
Any Auto	\$1,000,000
Or	
All Owned	\$1,000,000
All Hired	\$1,000,000
All Non-Owned	\$1,000,000
<b>Excess/Umbrella Liability</b>	<b>(1)</b>
Each Occurrence	\$3,000,000
Aggregate	\$3,000,000
<b>Workers Compensation and Employers Liability</b>	<b>(3)</b>
Each Employee	Statutory
Each Accident	Statutory
<b>Disability Benefits</b>	<b>(3)</b>
Each Employee	Statutory

- (1) The Per Occurrence and Aggregate limits for specified coverage should apply on a per location or per project basis.
- (2) Automobile Liability Coverage is required IF an automobile is used in the execution of the contract. A vendor using a third party for shipment or transport does not require Automobile Liability Insurance.
- (3) An ACORD form is NOT acceptable proof of NYS Workers' Compensation (WC) or Disability Benefits (DBL) Insurance coverage. For WC, secure form C-105.2 or U-26.3. For DBL, secure form DB.120.1.
- (5) The Village of Hastings-on-Hudson should be named as an Additional Insured on the policy using ISO Additional Insured Endorsement CG 2010 11/85 or an endorsement providing equivalent or broader coverage.
- (7) If applicable policy should be endorsed to cover snow plow operations.
- (8) Property Insurance – the contractor shall cover materials being installed on site, in transit, &/or at any other location.
- (9) Asbestos/Lead Abatement & Environmental Clean-Up, if applicable. Coverage for the removal of asbestos &/or lead and related pollution events, including coverage for third-party liability claims for Bodily Injury, Property Damage and Clean-Up Costs. \$1M Per Occurrence/\$2M Aggregate including Products/Completed Operations. If a retroactive date is used, it must pre-date the inception of the contract.

### **ASSIGNMENT**

The awarded vendor(s) shall not subcontract any portion of this Agreement without the prior written consent of the Village of Hastings-on-Hudson.

### **LABOR LAWS/PREVAILING WAGE**

The awarded vendor(s) will be required to comply with all applicable laws, including, but not limited to, Labor Laws, Prevailing Wage Rates and Workers Compensation.

Specifically, Section 220-e of the Labor Law, as amended, prohibits in contracts, discrimination on account of race, creed, color or national origin in employment of citizens upon public works.

There may be deducted from the amount payable to the Contractor by the Village under this Contract a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of Section 220-e; provided, that for a second or any subsequent violation of the provisions of said paragraph, this Contract may be canceled or terminated by the Owner and all monies due or to become due hereunder may be forfeited.

## **WAGE SCHEDULE**

In accordance with Section 220, subdivision 3 and 220-d of the Labor law, wage rate schedules which are established and furnished by the NY State Department of Labor are the minimum rates to be paid for the various items of work on this project. Any person or corporation that willfully pays after entering into such Contract, less than this established wage schedule shall be guilty of a misdemeanor and upon conviction shall be punished for such first offense by a fine of five hundred dollars or by imprisonment for not more than thirty days, or both fine and imprisonment. A second offense carries heavier penalties.

Article 8, Section 220 of the Labor law, as amended by Chapter 75 of the Laws of 1956, provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages and supplements to be paid to all laborers, workmen and mechanics employed on public work projects.

## **PIGGYBACKING**

This contract is made available for use by other governmental entities under the same terms and conditions pursuant to NYS General Municipal Law §103.

## **ERRORS, ADDENDA AND INTERPRETATIONS**

If a bidder finds any omissions, discrepancies or errors in the Contract Documents, or is in doubt as to the meaning of the specifications or other Contract Documents, the bidder should notify the Village Manager, who may correct, amend or clarify such documents by interpretation or addendum. If the bidder fails to so notify the Village Manager, he will be held rigidly to the Village Manager's interpretation of the specifications after the Contract is executed.

## **VILLAGE CONTACT PERSON**

Vendors may submit questions in writing to Village Manager Mary Beth Murphy at [villagemanager@hastingsgov.org](mailto:villagemanager@hastingsgov.org) on or up to 4:00 PM on November 18, 2020. Answers will be posted online at <https://www.hastingsgov.org/village-clerk/pages/legal-public-notices> in the appropriate Bid Document file and distributed to all known bidders by 4:00 PM on November 23, 2020.

## **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The Contractor shall protect, defend, indemnify, save and hold harmless, and exempt the Village of Hastings-on-Hudson, its officers, agents, servants and employees from and against any and all suits, liability suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, professional fees, losses, penalties, settlements, judgments, charges or other expenses or liabilities in connection with or arising directly or indirectly out of this Contract and/or performance hereof and/or work done in performance of this Contract, resulting from or relating to injury to persons, damage to property, death, or actual violation of any statutes, ordinance, administrative order, law rule or regulations, but only to the extent resulting from the negligent acts, errors or omissions of Contractor or it's officers, agents, servants or employees. The Contractor further agrees to investigate, handle, respond to, provide defense for, defend, and indemnify such any claims, etc., at its sole cost and expense and agrees to bear all the other costs and expenses related thereof. The Village reserves the right to retain counsel of its choice at its own expense, or in the alternative, approve counsel obtained by the Contractor at the Contractor's expense.

Company: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Nature/Scope of Work Being Performed: \_\_\_\_\_

## **IRANIAN ENERGY SECTOR DIVESTMENT**

1.1. By submitting a Bid, the bidder hereby represents and certifies that it is in compliance with New York State General Municipal Law § 103-g entitled “Iranian Energy Sector Divestment”, in that the bidder has not:

1.1.1. Provided goods or services of \$20 million or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

1.1.2. Acted as a financial institution that extends \$20 million or more in credit to another person, for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

1.2. Any bidder who has undertaken any of the above and is identified on a list created pursuant to Section 165-a(3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

1.3. Except as otherwise specifically provided herein, every bidder submitting a Bid in response to this Request for Bids must certify and affirm the following under penalties of perjury:

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 New York State Finance Law.

1.4. Except as otherwise specifically provided herein, any Bid that is submitted without having complied with section 19.3 above shall not be considered for award. In any case where the bidder cannot make the certification, the bidder shall so state and furnish with the Bid a signed statement setting forth in detail the reasons therefor. The Village reserves its rights, in accordance with General Municipal Law § 103-g to award the Bid to any bidder who cannot make the certification, on a case-by-case basis, under the following conditions:

1.4.1. The investment activities in Iran were made before April 12, 2012; the investment activities in Iran have not been expanded or renewed after April 12, 2012; and the bidder has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

1.4.2. The Village makes a determination that the goods or services are necessary for the Village to perform its functions and that, absent such an exemption, the Village would be unable to obtain the goods or services for which the Bid is offered. Such determination shall be made by the Village in writing and shall be a public document.

**CERTIFICATION PURSUANT TO NEW YORK STATE GENERAL MUNICIPAL LAW**  
**§ 103-g**

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 New York State Finance Law.

I hereby affirm under the penalties of perjury that the foregoing statement is true.

---

Signature

---

Print name and Title

---

Bidder

---

Address

**VILLAGE OF HASTINGS-ON-HUDSON, NY  
MAINTENANCE & WATERING FOR LAWNS, PLANTED BEDS, AND OTHER  
VEGETATED AREAS IN PARKS & STREET ISLANDS  
BID FORM**

The undersigned hereby submits the following bid to the Village of Hastings-on-Hudson for lawn maintenance, flower bed preparation, and watering performed primarily throughout the Village streets, parks, and facilities within the Village as determined by the Department of Public Works and the Parks and Recreation Department.

Bidders: complete any or all of the below bid options that you are able to provide.

Option 1: Using equipment available to bidders whether it be gas or battery powered.

2021: \$\_\_\_\_\_

2022: \$\_\_\_\_\_

2023: \$\_\_\_\_\_

Option 2: Using only equipment that is not gas powered.

2021: \$\_\_\_\_\_

2022: \$\_\_\_\_\_

2023: \$\_\_\_\_\_

Option 3: Using only leaf blowers that are not gas powered and other equipment that is gas or battery powered.

2021: \$\_\_\_\_\_

2022: \$\_\_\_\_\_

2023: \$\_\_\_\_\_

**THIS PROPOSAL SUBMITTED BY:** \_\_\_\_\_  
(Name, Address & Phone #)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SIGNED BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_



**VILLAGE OF HASTINGS-ON-HUDSON, NEW YORK  
MAINTENANCE & WATERING FOR LAWNS, PLANTED BEDS, AND OTHER  
VEGETATED AREAS IN PARKS & STREET ISLANDS**

**BIDDERS QUALIFICATIONS**

The lawn maintenance, flower bed preparation, and watering work shall be performed by persons regularly engaged in this type of work and who have an established reputation in the Landscape Maintenance Field. The contractor shall furnish, to the satisfaction of the Village, proof of previous experience in the Landscape Maintenance field.

A. Provide a list of 3 companies that you have provided similar service within the last three years. This information must be completely filled out.

1. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

2. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

3. Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

B. EXPERIENCE – Number of years' experience as a Landscape Maintenance Contractor:

\_\_\_\_\_

C. EQUIPMENT - It is recommended that the following type of equipment may be necessary to complete the scope of the contract:

1. Riding or walking mower with a cut of 48" - 50" swath
2. Hand mowers
3. Trimmers (weed eaters)
4. Blowers

D. What equipment do you own that is available for the proposed work?

Quantity	Item	Description Size, Capacity, Etc.	Condition

E. Where are the principal items of your equipment located?

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F. What equipment do you intend to purchase for the proposed work, if the contract be awarded to you?

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The Village will evaluate the equipment and experience listed by the Contractor in this proposal document. The Village reserves the right to reject the bid proposals in which it is determined that the equipment or experience contained in the proposal indicates to the Village an inability on the part of the Contractor to successfully perform or complete the tasks required in the specifications.

**VILLAGE OF HASTINGS-ON-HUDSON, NEW YORK  
MAINTENANCE & WATERING FOR LAWNS, PLANTED BEDS, AND OTHER  
VEGETATED AREAS IN PARKS & STREET ISLANDS**

**NON-COLLUSIVE BIDDING CERTIFICATION**

**\*\* THIS PAGE MUST BE RETURNED WITH BID/PROPOSAL. FAILURE TO DO  
SO MAY RESULT IN YOUR BID/PROPOSAL BEING REJECTED. \*\***

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/her knowledge and belief:

1. The prices of 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.

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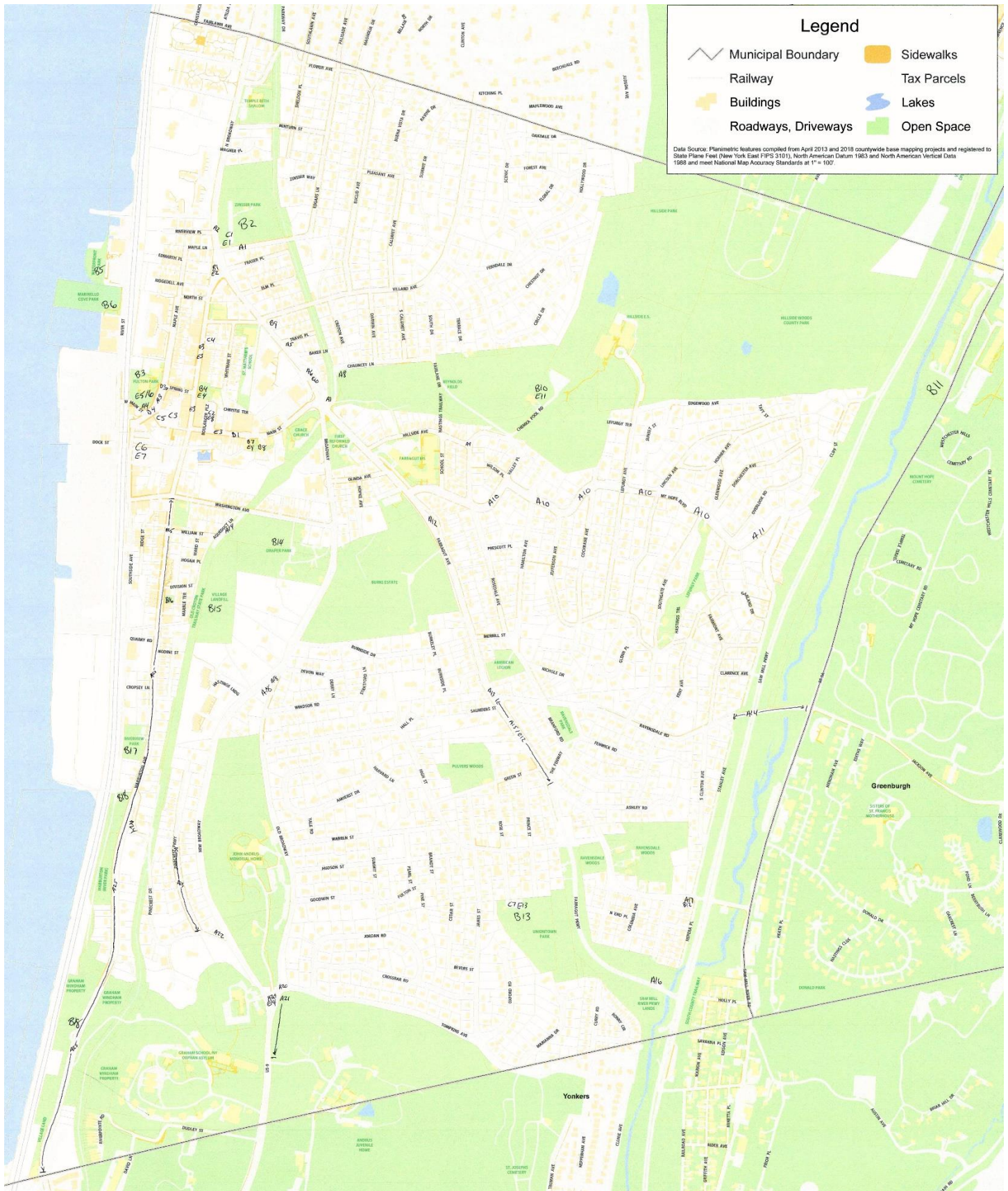
Signature

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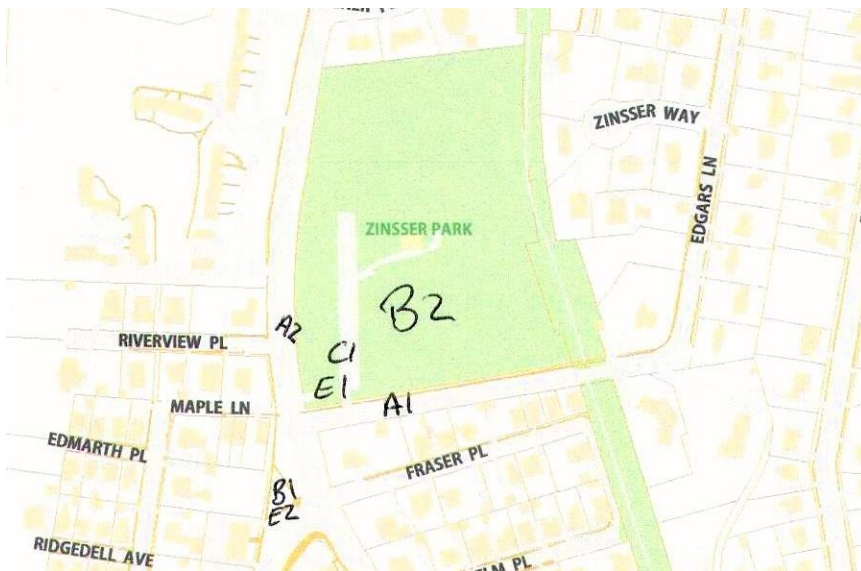
Date

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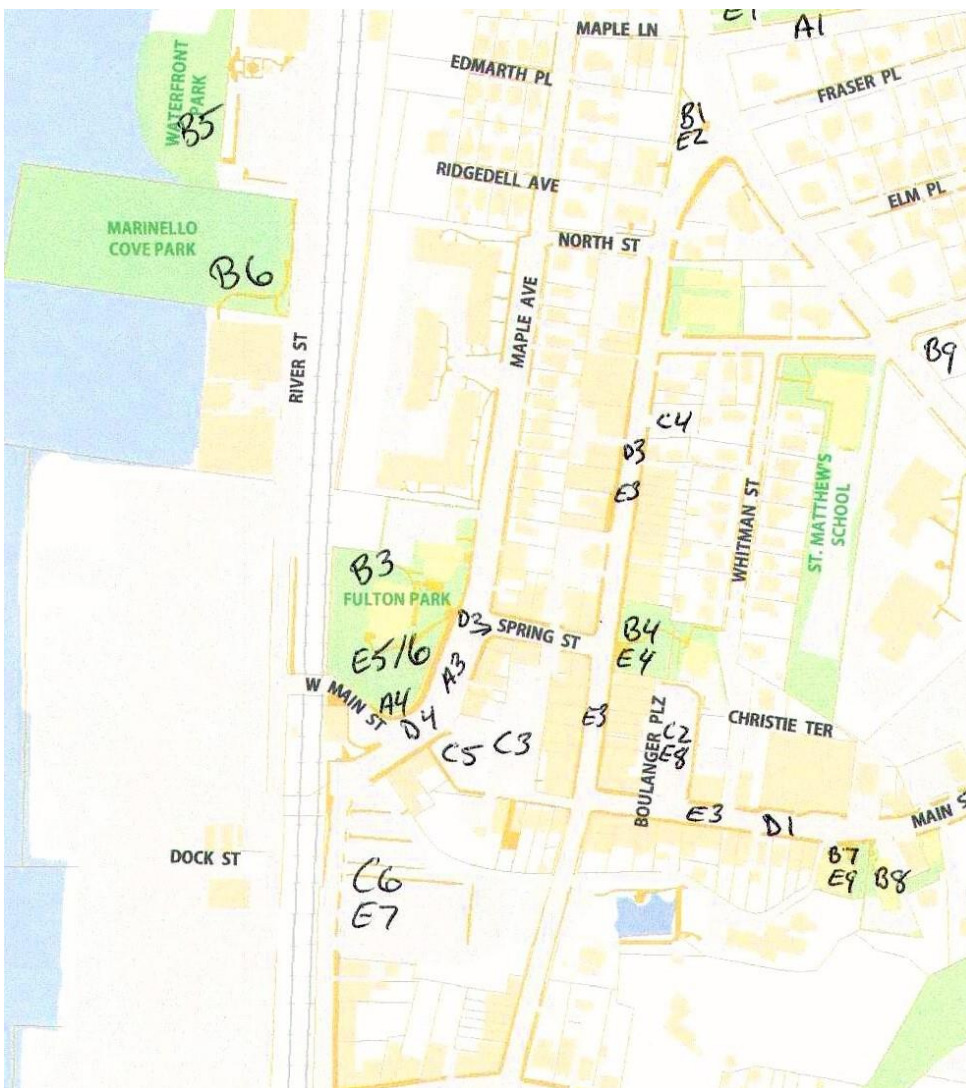
Contractor/Supplier



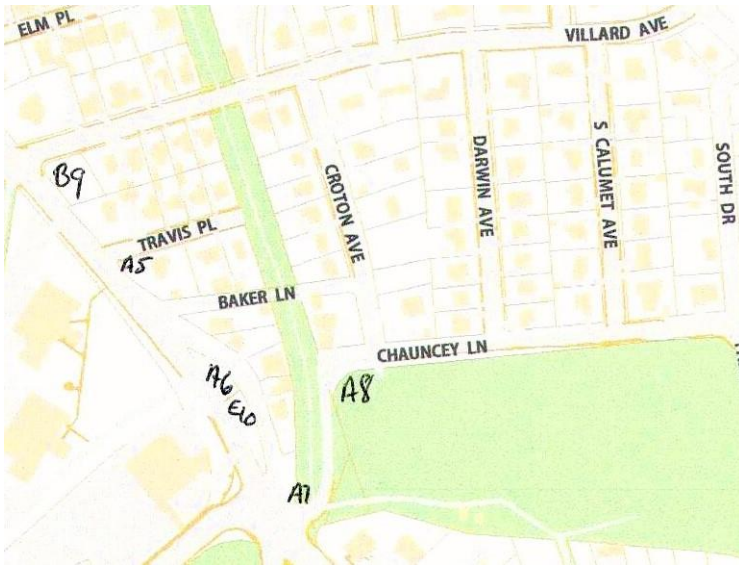




North End: Zinsser Park (B2, C1, E1), Wagner Plaza (B1, E2), Edgars Lane (A1), Broadway (A2)



Downtown: Fulton Park (A4, B3, E5/6), VFW Park and Plaza (B4, E4), MacEachron Park (B5), Kinnally Cove (B6), James Harmon Community Center (B7, E9), Hook & Ladder Fire House (B8), Boulanger Plaza (C2, E8), Steinschneider Lot (C3), Post Office Lot (C4), Con Edison Lot (C5), Zinsser Lot (C6, E7) Main Street (D1, E3), Spring Street (D2, E3), Warburton Avenue (D3, E3), Southside Avenue (A3, D4)

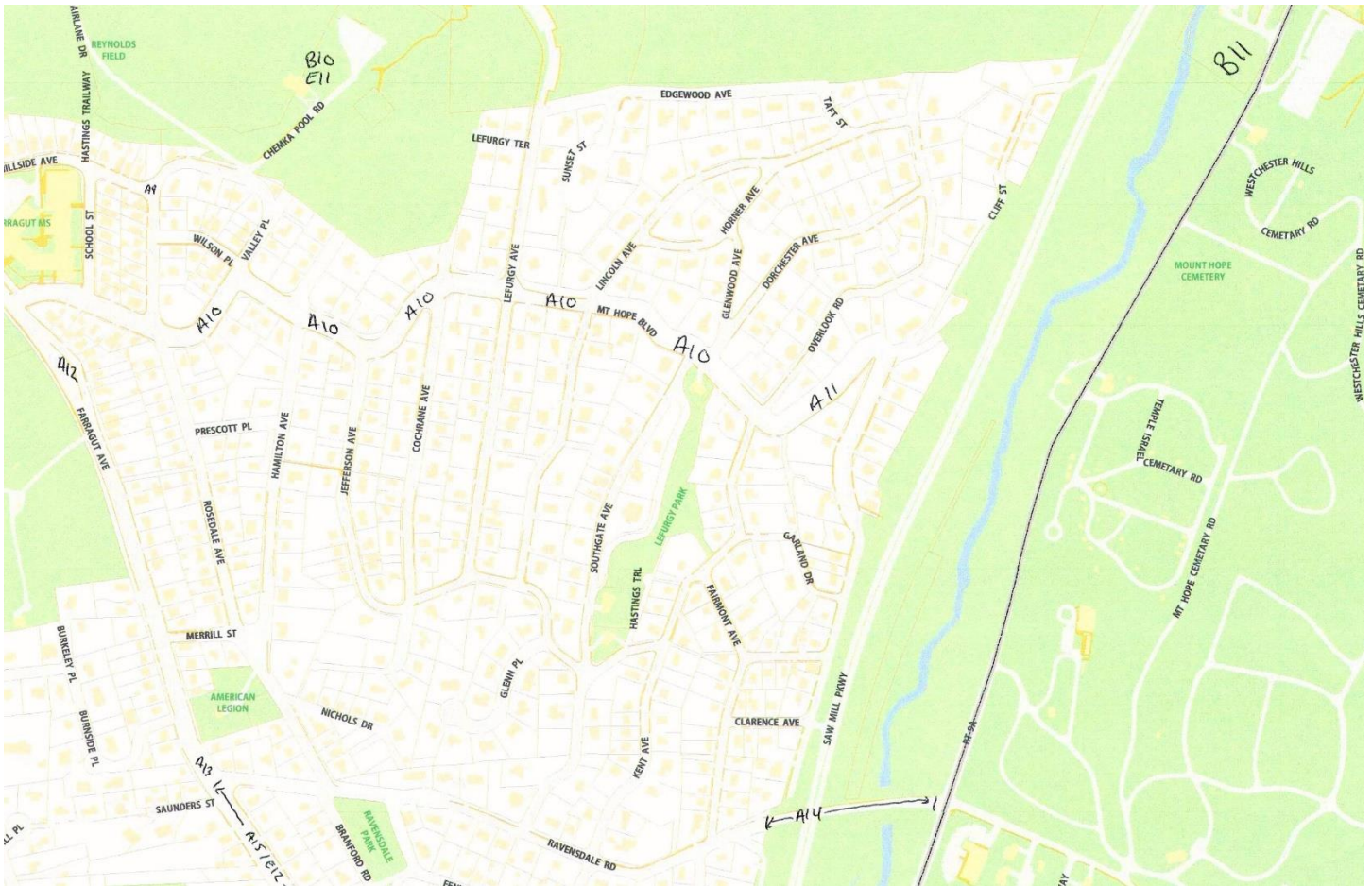


American Legion Plaza/ Five Corners:  
 Villard Avenue Pocket Park (B9), Broadway  
 and Travis Place (A5), American Legion  
 Plaza (A6, E10), Broadway and Chauncey  
 Lane (A7), Chauncey Lane (A8)



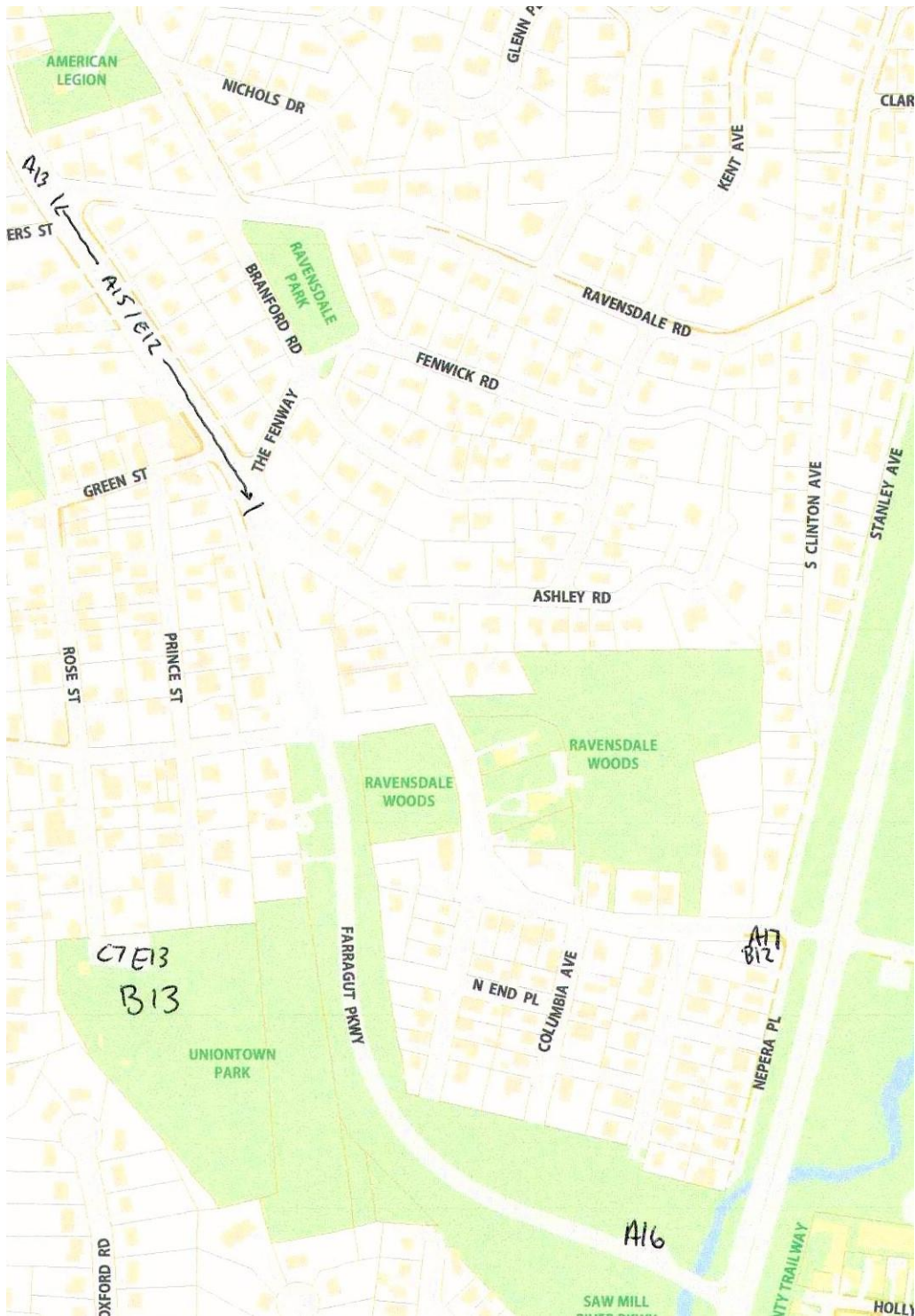
Hillside Park: Hillside Avenue and  
 Rosedale Avenue (A9), Hillside  
 Park (B10, E11)





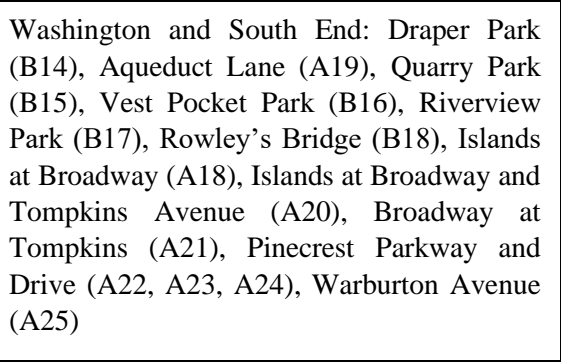
Mount Hope: Mount Hope Boulevard (A10, A11)

Ravensdale: Farragut Avenue (A12), Ravensdale Road at Farragut Avenue (A13),  
Ravensdale Road Bridge (A14), 9A (B11)



Farragut: Farragut Avenue (A15, A16, E12), Nepera Park (A17, B12), Uniontown Park (B13, C7, E13)





Washington and South End: Draper Park (B14), Aqueduct Lane (A19), Quarry Park (B15), Vest Pocket Park (B16), Riverview Park (B17), Rowley's Bridge (B18), Islands at Broadway (A18), Islands at Broadway and Tompkins Avenue (A20), Broadway at Tompkins (A21), Pinecrest Parkway and Drive (A22, A23, A24), Warburton Avenue (A25)