



Request for Quotes

Lawn Maintenance

Issue Date: May 13, 2025

Deadline: June 5, 2025 at 2:00 p.m.

Background Information

The Livingston County Land Bank Corporation's (LCLBC) mission is to acquire and stabilize vacant and abandoned properties to facilitate their return to productive use. The Land Bank currently maintains three (3) properties with intention to redevelop additional properties.

1920 Buell Avenue Lima, NY 14485

1 Price Street Nunda, NY 14517

36 South Street Leicester, NY 14481

Scope of Work and Requirements of Bidders

The lawn services vendor will be awarded a three-year contract for lawn and property maintenance services for the 2025, 2026 and 2027 mowing seasons with the option to renew for an additional two years.

All properties will be mowed biweekly unless otherwise directed by staff.

Services are intended begin June 1 and end September 30 annually.

Non-routine lawn/yard work will be paid on a time and material basis.

Contract terms

Either party may terminate the contract without cause upon sixty (60) days advance written notice to the other party.

The company submitting the lowest acceptable quote to provide the required services in the best interest of the LCLBC will be required to enter into a contract with LCLBC, sign Appendices A-G, and the required forms and provide the required insurance per LCLBC Standard Contract Insurance Requirements – Appendix C.

Questions

If there are questions pertaining to this Request for Quotes, they can be sent in via email to Nate Cole, Community Development Specialist: NateCole@co.livingston.ny.us or by calling 585- 243-7563.

Quote Requirements

Responses to this RFQ are due by **June 5, 2025 at 2:00 p.m.**, submitted via mail or in person to:

Livingston County Land Bank Corporation
Attn: Megan Crowe, Executive Director
6 Court Street Rm 305
Geneseo, New York 14454

The LCLBC will not be responsible for any expenses incurred by any company or individual in preparing or submitting a quote.

The LCLBC reserves the right to reject any or all proposals and to negotiate with any company or individual submitting a quote.

Respondents assume the risk of any delay in the mail. Whether sent by mail, courier service, or personal delivery, Respondents assume responsibility for having the proposal deposited on time at the location indicated in the Request for Quotes.

Any proposals received after the designated time stated in the Request for Quotes will not be considered and will be returned to the Respondent unopened. Incomplete quotes that do not address all of the requested components may not be accepted for review and consideration.

Please include the signed Appendices, Required Forms and appropriate insurance documentation with your response.

A. PUBLIC RECORDS AND DISCLOSURE

All proposals submitted in response to this RFQ will become the property of the LCLBC and will be subject to disclosure pursuant to New York State law, except those portions of a proposal that a Respondent requests exemption from disclosure consistent with New York State law. The LCLBC will take reasonable measures to hold in confidence all proposal contents but shall not be liable for the release of any information when required by law or court order.

After award, the awarded contract between the LCLBC and the successful Respondent will be a public document and no part of the contract can be designated as “Confidential”. Unless this RFQ is cancelled, proposals and evaluation results will not be made part of the public record until the LCLBC has entered into an agreement for services.

B. PROPOSER OFFER, WITHDRAWAL AND MODIFICATION

By submitting a proposal in response to the RFQ, each Respondent agrees their proposal is a binding offer to perform the work described in this RFQ for a period of ninety (90) calendar days from the date proposals are due. This period may be extended upon the mutual agreement between the LCLBC and a Respondent. Proposals may be withdrawn or modified prior to the proposal due date and time by submitting a written request to the point of contact for this RFQ. Proposals may NOT be withdrawn or modified after the proposal due date and time unless the LCLBC agrees to withdrawal or modification in writing.

C. DEFENSE AND INDEMNIFICATION

A successful Respondent shall defend, indemnify and hold harmless the LCLBC, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys’ fees) arising out of, or in consequence of, any negligent or intentional act or omission of the successful firm or attorney, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

The following language is an example of the LCLBC’s indemnification clauses expected of the successful Respondent(s), which will be finalized as part of the awarded contract:

- a. To the fullest extent permitted by applicable law, the Consultant shall indemnify, defend, and hold harmless the Land Bank, and its contractors, officers, directors, servants, agents, representatives and employees (each, individually, and “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 death, personal injury and property damage (collectively, “Damages”) incurred by any Indemnified Party to the extent caused by (i) any breach of this Agreement by the Consultant, its contractors, 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 Consultant, its subcontractors, officers, directors, members, servants, agents, representatives or employees, arising out of or in connection with this Contract or the Services to be performed hereunder.

- b. The Consultant shall be solely responsible and answerable in damages for any and all accidents or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Consultant, or any Subcontractor pursuant to this Contract. Consultant’s obligations under this section shall survive termination of the agreement.

D. FINAL AGREEMENT

The Respondents selected from this RFQ will be invited to enter into an agreement for professional services with the LCLBC. Agreements must be in a form approved by the LCLBC in its sole discretion. Being invited to enter into an agreement through this RFQ is not a commitment by the LCLBC to enter into an agreements nor shall it bind the LCLBC in any way. Agreements will only become effective upon execution by both parties. Certain professional service agreements are subject to approval by the LCLBC’s Board of Directors as determined by the LCLBC.

The work contemplated by the LCLBC is professional in nature. The successful Respondent must be competent to perform the services identified herein and be financially solvent.

This RFQ shall not create a legal obligation on the part of the LCLBC or any Respondents. The LCLBC reserves the right, in its sole discretion, to amend, suspend, terminate or reissue this RFQ, in whole or in part, at any stage. The LCLBC shall not be liable to Respondents for any costs incurred in connection with the RFQ process.

Submissions shall be deemed property of the LCLBC.

Equal Employment Opportunity (EEO) Policy Statement

- a. The LCLBC will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts.
- b. All Respondents to this RFQ will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

- c. At the request of the LCLBC's Grantor funding this project, the LCLBC shall request each employment agency, labor union, or authorized representative for a statement that it will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.
- d. The hired Respondent shall comply with the provisions of the Human Rights Law, all other state and federal statutory and constitutional non-discrimination provisions. Respondent and all subconsultant(s) shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to nondiscrimination on the basis of prior criminal conviction and prior arrest.
- e. The LCLBC will include the provisions of sections (a) through (d) of this agreement in every contract in such a manner that the requirements of the subdivisions will be binding upon each contractor as to work in connection with the grant contract.

MWBE Policy Statements

LCLBC is required by the Homes and Community Renewal (HCR) grant agreement to achieve twenty (20) percent MBE and ten (10) percent WBE utilization. The LCLBC will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participations goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- a. Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- b. Request a list of State-certified M/WBEs from Agency(ies) and solicit bids from them directly.
- c. Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- d. Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- e. Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.

Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

APPENDIX A

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 to the contract, other than the Livingston County Land Bank Corporation (herein after "Land Bank").

- I. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 109 of the **General Municipal Law**, this contract may not be assigned by the contractor or its right, title or interest there in assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the Land Bank and any attempts to assign the contract without the Land Bank's written consent are null and void.
- II. **WORKER'S COMPENSATION BENEFITS.** In accordance with Section 108 of the **General Municipal 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**.
- III. **NON-DISCRIMINATION REQUIREMENTS.** In accordance with Article 15 of the **Executive Law** (also known as the **Human Rights Law**) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the **Labor Law**, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the **Labor Law**, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract.
- IV. **HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the **Labor Law** or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or

permitted to work more than the number of hours or days stated in said statute, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department.

- V. **NON-COLLUSIVE BIDDING REQUIREMENT.** In accordance with Section 103-d of the **General Municipal Law**, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the Land Bank a non-collusive bidding certification on Contractor's behalf.
- VI. **SET-OFF RIGHTS.** The Land Bank shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, the Land Bank's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the Land Bank with regard to this contract.
- VII. **RECORD-KEEPING REQUIREMENT.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract for a period of six (6) years following final payment or the termination of this contract, whichever is later, and any extensions thereto. Any person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts and other evidential material during the contract term, extensions thereof and said six (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of this contract", as used in this clause 10, shall mean the later of completion of the work of the contract or the end date of the term stated in the contract.
- VIII. **CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.
- IX. **GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
- X. **NO ARBITRATION AND SERVICE OF PROCESS.** 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. All actions shall be venued in Livingston County. Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested.

- XI. **BUDGETED FUNDS.** This contract is executory only to the extent of funds available and the Land Bank shall incur no liability beyond the funds appropriated therefore.
- XII. **APPROVAL OF BOARD OF DIRECTORS.** This contract is subject to and conditioned upon approval by the Livingston County Land Bank Corporation's Board of Directors.
- XIII. **INCORPORATION.** The main contract contains a paragraph incorporating the terms of this appendix by reference and the parties herein have further signed and dated this appendix.

Livingston County Land Bank Corporation

Contractor
(Signature of Authorized Official Required)

APPENDIX B

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 to the contract, other than the Livingston County Land Bank Corporation (herein after "Land Bank").

- I. The Land Bank shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall deliver to the Land Bank all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to guarantees, warranties, as-built plans and shop drawings. In any of these events, the Land Bank shall make settlement with the Contractor upon an equitable basis as determined by the Land Bank, which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions, exclusive of termination date, applicable to postponement, suspension or termination of the contract.
- II. The Contractor agrees that it will indemnify and save harmless the Land Bank from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of and to the extent of any negligent omission or act of the contractor, its agents, employees, or subcontractors in the performance of this contract. This indemnification shall include all costs and disbursements incurred by the Land Bank in defending any suit, including attorneys' fees. Furthermore, at the option of the Land Bank, the Contractor shall provide defense for and defend all claims, demands and causes of action referred to above, and bear all other costs and expenses related thereto. The Contractor shall not be required to indemnify the Land Bank for any damage or loss arising out of the negligence or willful misconduct of the Land Bank, its agents or employees.
 - A. The Contractor warrants that to the best of the contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Land Bank.
 - B. An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, either result in an unfair competitive advantage to the Contractor or impair the Contractor's objectivity in performing the work for the Land Bank.

- C. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the contractor will make a full disclosure in writing to the Land Bank. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Land Bank, to avoid, mitigate, or minimize the actual or potential conflict.
 - D. Remedies - The Land Bank may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Land Bank, the Land Bank may terminate the contract, or pursue such other remedies as may be permitted by the law or this contract. The terms of Clause I of this Appendix B or other applicable contract provision regarding termination shall apply to termination by the Land Bank pursuant to this clause.
 - E. The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform to the language of this clause.
- IV. All requests for payment by the Contractor must be submitted on forms supplied and approved by the Land Bank. Each payment request must contain such items of information and supporting documentation as required by the Land Bank, and shall be all inclusive for the period of time covered by the payment request.
- V. To the extent that federal funds are provided to the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized.
- The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph.
- VI. The Contractor shall have the status of an independent contractor, and in accordance with such status, agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the Land Bank by reason of this contract. It further agrees that it will not make against the Land Bank any claim, demand or application to or for any right or privilege applicable to an officer or employee of the Land Bank, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

- VII. In the event of a conflict between the terms between this Appendix B and the terms of the Contract (including any and all attachments thereto and amendments thereof, but not including Appendix A), the terms of this Appendix B shall control. In the event of a conflict between the terms of this Appendix B and Appendix A, the terms of Appendix A shall control.
- VIII. The main contract shall contain a paragraph incorporating the terms of this appendix by reference and the parties therein shall further sign and date this appendix.

Livingston County Land Bank Corporation

Contractor
(Signature of Authorized Official Required)

APPENDIX C

LIVINGSTON COUNTY LAND BANK CORPORATION STANDARD CONTRACT INSURANCE REQUIREMENTS

- I. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the Livingston County Land Bank Corporation as an additional insured on the contractor's insurance policies, with the exception of workers' compensation and professional errors and omissions.
The contractor must provide an additional insured endorsement. A statement on the contractor's insurance certificate that the Livingston County Land Bank Corporation is an additional insured is **not** sufficient. The form of the additional insured endorsement must be approved by the Livingston County Land Bank Corporation's Attorney.
- II. The policy naming the Livingston County Land Bank Corporation as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secured" New York State licensed insurer;
 - State that the organization's coverage shall be primary coverage for the Livingston County Land Bank Corporation, its Board, employees and volunteers. Any insurance maintained by the Livingston County Land Bank Corporation shall be in excess of the contractor's insurance, and shall not contribute with it.
- III. The contractor agrees to indemnify the Livingston County Land Bank Corporation for any applicable deductibles or self insurance reserves.
- IV. Required Insurance:
 - **Commercial General Liability Insurance, including Completed Operations Coverage for construction contracts**
\$1,000,000 per occurrence/ \$2,000,000 aggregate per project.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - **Workers' Compensation**
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.

- **Owners Contractors Protective Insurance (Generally required only for construction contracts)**

\$1,000,000 per occurrence/\$2,000,000 aggregate, with the Livingston County Land Bank Corporation as the named insured.

- **Professional Errors and Omissions Insurance (If professional service contract)**

\$1,000,000 per occurrence/ \$2,000,000 aggregate for the negligent professional acts of the contractor.

V. The contractor is to provide the Livingston County Land Bank Corporation with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities and upon each renewal thereafter. **Contractor or its insurance carrier(s) shall provide the Livingston County Land Bank Corporation with thirty (30) days prior written notice of cancellation, reduction of insurance or material coverage change of the required insurance policies. Such notice shall be mailed to the Livingston County Land Bank Corporation, Livingston County Government Center, 6 Court Street, Room 305, Geneseo, New York 14454 and shall include the date and subject matter of the original contract. Contractor acknowledges that failure to obtain such insurance on behalf of the Livingston County Land Bank Corporation, or the failure to provide such notices, constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Livingston County Land Bank Corporation, including termination of the contract.** The failure of the Livingston County Land Bank Corporation 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 Livingston County Land Bank Corporation.

VI. If at any time any of the policies required herein shall be or become unsatisfactory to the Livingston County Land Bank Corporation, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Land Bank, the contractor shall upon notice to that effect from the Land Bank, promptly obtain approval and submit a certificate thereof. Upon failure of the contractor to furnish, deliver, and maintain such insurance, the Agreement, at the election of the Land Bank, may be declared suspended, discontinued or terminated. Failure of the contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the contractor concerning indemnification. All property losses shall be made payable to and adjusted with the Land Bank.

In the event that claims, for which the Livingston County Land Bank Corporation may be liable, in excess of the insured amounts provided herein are filed by reason of any operations under the Agreement, the amount of excess or such claims or any portion thereof, may be withheld from payment due or to become due the contractor until such

time as the contractor shall furnish such additional security covering such claims in form satisfactory to the Land Bank.

VII. ADDITIONAL INSURED ENDORSEMENT AND CERTIFICATE OF INSURANCE:

The contractor shall file with the Livingston County Land Bank Corporation, prior to commencing work under this contract, an additional insured endorsement and a Certificate of Insurance, which shall include:

- a. Name and address of insured
- b. Issue date of certificate
- c. Insurance company name
- d. Type of coverage in effect
- e. Policy number
- f. Inception and expiration dates of policies included on certificate
- g. Limits of liability for all policies included on certificate
- h. Certificate holder shall be Livingston County Land Bank Corporation, Livingston County Government Center, 6 Court Street, Room 305, Geneseo, New York 14454-1043.
- i. Description of contract for which insurance is being provided.
- j. Insurance agents name, address and phone number.

Contractor

(Signature of Authorized Official Required)

Date

Appendix D

PROPOSER CERTIFICATION

Each Respondent must initial each section below, complete the signature block and return this page with their proposal.

Failure to do so may be grounds for proposal rejection.

1. ____ You acknowledge receipt of addenda number ____ through ____ or N/A.
2. ____ If awarded an Agreement from this RFQ, prior to Agreement execution, you agree to satisfy all compliance requirements listed in this RFQ.
3. ____ To the best of your knowledge, your firm is not in violation of any local, state or federal tax law.
4. ____ You certify your proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation; you have not solicited or induced any person, firm or corporation to refrain from proposing and you have not sought by collusion or fraud to obtain any advantage over any other Respondent or LCLBC.
5. ____ You certify that a) your firm has no business or person relationships with any other company or person that could be considered a conflict of interest to LCLBC; and b) the Key Personnel identified to perform work under an awarded Agreement and/or the principals of your firm do not have any business or personal relationships with any LCLBC officer or employee that is clearly disclosed in your proposal.
6. ____ The undersigned warrants that he / she is an authorized representative of the Respondent; has read, understands and agrees to be bound by all RFQ instructions, work requirements and Agreement terms and conditions contained herein (including all addenda issued for this RFQ); that the information provided in your proposal is true and accurate; and that providing incorrect or incomplete information may be cause for response rejection or Agreement termination.

SIGNATURE BLOCK

Respondent's Legal Business Name: _____

Signature: _____ Date of Proposal: _____

Printed Name & Title: _____

Phone Number: _____ Email Address: _____

Mailing Address: _____

Primary Point of Contact for this Proposal (if different): _____

Phone Number: _____ Email Address: _____

Appendix E
REQUIRED FORMS
PRICE PROPOSAL FORM

A completed copy of the below table must be attached.

Standard unit price for routine mowing of vacant lots.	
Standard unit price for routine mowing of a lot with a structure.	
An hourly rate for non-routine work such as brush removal, trimming of shrubbery and trees, which will be requested by the Land Bank on an as-needed basis.	
Standard price for removal of debris (general trash/litter) at each mowing, if necessary	

The undersigned proposes to complete the required services as set forth in the enclosed RFQ document. The successful Consultant(s) shall be obligated to furnish said services at the price set forth in its proposal.

Please print all information other than the authorized signature.

COMPANY NAME

ADDRESS

SIGNATURE

NAME / TITLE

DATE

TELEPHONE

EMAIL

APPENDIX G
STANDARD CLAUSES
FOR HOUSING TRUST FUND CORPORATION CONTRACTS

By submission of this proposal, each respondent and each person signing on behalf of any firm agree to be bound by the following clauses if entered into a contract.

- A. Contracting with Business Conducting Business in Russia. In accordance with New York State Executive Order No. 16 (“EO 16”), by signing this Agreement, the Recipient certifies and affirms that it
- i) does not conduct business operations in Russia within the meaning of EO 16;
 - ii) does conduct business operations in Russia within the meaning of EO 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia; and/or
 - iii) does conduct business operations in Russia within the meaning of EO 16 but only to the extent necessary to provide health and safety services within Russia or to comply with Federal law, regulations, executive orders, or directives. A copy of EO 16 may be downloaded at: https://www.governor.ny.gov/sites/default/files/2022-03/EO_16.pdf.
- B. Iran Divestment Act. By entering into this Agreement, Recipient certifies in accordance with State Finance Law 165-a that it is not on the list of “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/list-ntities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>.

Recipient further certifies that it will not utilize on this Agreement any subcontractor that is identified on the Prohibited Entities List. Recipient agrees that should it seek to renew or extend this Agreement, it must provide the same certification at the time the Agreement is renewed or extended. Recipient also agrees that any proposed Assignee of this Agreement will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the Corporation.

During the term of the Agreement, should the Corporation receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Corporation will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Corporation shall take such action as may be

appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Recipient in default.

The Corporation reserves the right to reject any bid, request for assignment, renewal, or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal, or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities List after contract award.

- C. Affordable Care Act. By entering into this Agreement, Recipient acknowledges that it is the sole responsibility of the Recipient to provide and maintain all Affordable Care Act (“ACA”) requirements/benefits. The ACA mandates employers with 50 or more full-time equivalents to offer coverage to full-time employees and their dependents or pay taxes if an employee obtains Exchange coverage and a premium tax credit. (Exchange coverage allows you to use the State’s insurance exchange marketplace to obtain coverage from competing private health care providers.) Employees of the Recipient providing services to the Corporation are employees of the Recipient and are not employed by the Corporation nor the State of New York.

Firm Name

Address

Signature

Name/Title

Date

Phone Number