

Request for Bids – 2025-2026 Mowing Services for Honeoye Central School District

The Honeoye Central School District is soliciting bids from qualified contractors to provide mowing services for our district's grounds for the 2025 – 2026 school year. The purpose of this RFB is to ensure the district's properties are maintained in a safe, clean, and visually appealing condition throughout the growing season. We invite interested and experienced grounds maintenance companies to submit competitive proposals in accordance with the requirements outlined below.

Scope of Work

The awarded contractor will be responsible for the following services for the 2025 – 2026 school year, which has two mowing seasons, July 1, 2025 – November 2025 & April 2026 – June 30, 2026):

- 1) Regular, weekly mowing of roughly 30 acres of property including athletic fields, playgrounds, and common areas at a uniformed height that will not be cut lower than two and one half inches.
- 2) All hard surfaces and mulch beds will be left free of grass clippings.
- 3) All athletic fields will be mowed to district specifications in season. "In season" will require multiple cuts per week to maintain a quality playing surface.
- 4) Trimming will need to be done around buildings, hydrants, manholes, fences, trees, playground mulch curbing, and signs.
- 5) Mowing, trimming and blowing will need to work around school activities. (Example: regular classes and testing). Cannot mow close to the building while class is going on. This may require mowing after 3:15pm.
- 6) Special care needs to take place when mowing and trimming around equipment. (Examples: Bleachers, batting cages, and fences.)
- 7) Mowers will need to discharge away from the building as much as possible.
- 8) Mowing schedules may need to change to avoid mowing while grass is wet to prevent matting and clumping from clippings.

Bid Requirements

Please include the following information in your bid:

1. Company name, address, and contact information.
2. Detailed pricing for requested mowing services outlined above on an annual basis, to be divided and paid out equally across 8 active mowing months. Pricing for any optional or additional services is not required, but should be listed separately if presented.
3. References from three past clients, preferably educational institutions or similar organizations.
4. Proof of insurance and licensing, meeting all local and state requirements.
5. Description of equipment and resources, including personnel, available to perform the work.
6. Commitment to sustainability and environmentally responsible practices, if applicable.

Timeline for Questions and Responses

Contractors are invited to submit any questions about this RFB by Thursday, April 3rd at 3:00 PM. Questions should be directed to HCS Facilities Director Michael Kestler at <mailto:michael.kestler@honeoye.org> or (585) 229-4176. The school district will provide written responses to all questions by Monday, April 7 at 3:00 PM. All questions and responses will be shared with all potential bidders to ensure transparency.

A site visit may be arranged upon request to familiarize bidders with the scope of work. Please contact Facilities Director Michael Kestler at <mailto:michael.kestler@honeoye.org> or (585) 229-4176 to schedule a visit or for any questions regarding this RFB.

Submission Details

All bids must be submitted by Friday, April 11, 2025 at 3:00 PM. Please submit your proposal in a sealed envelope clearly labeled as "Mowing Services Bid" to:

Mike Bastian, Purchasing Agent/Business Administrator
Honeoye Central School District
8528 Main Street
Honeoye New York 14471

No oral, telegraphic, telephonic, electronic or faxed bids will be considered.

Evaluation Criteria

Bids will be evaluated based on:

- Competitive pricing.
- Demonstrated experience and qualifications.
- Compliance with all bid requirements.
- References and past performance.

Any one or more of the following, among others, may be considered sufficient for the disqualification of a bidder and the rejection of a bid:

- a. Evidence of collusion among bidders.
- b. Failure to satisfy the submittal requirements of the RFB.
- c. Lack of responsibility as shown by past work, reference, or other factors.
- d. Default or termination of other contracts or agreements.
- e. Illegible or vague bids.
- f. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.

- g. Other causes as deemed appropriate at the Board's sole and absolute discretion.

All bids received after the time stated in the "Notice to Bidders", or the bid submission deadline as modified by formal addendum consistent, will not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the District. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified. The date/time stamp in the Purchasing Office shall be utilized in all cases to determine the official time of receipt.

Modification or Withdrawal of Bids

Bids cannot be altered or amended after submittal deadline. Any interlineation, alteration or erasure made before opening time must be initialed by the authorized signer of the bid, guaranteeing authenticity.

Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.

A bid may not be withdrawn or canceled by the bidder without justifiable cause following the date designated for the due date of bids, and bidder so agrees upon submittal of their bid.

Prevailing Wage

All laborers providing services under this contract, whether employed by the Contractor or by the Subcontractor(s), shall be paid not less than the current prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as established by the New York State Department of Labor, per the New York State Prevailing Schedule of Wages.

All vendors submitting bids agree to conform to all current NYS Department of Labor and prevailing wage laws. The successful vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this RFB. For policy or rate questions call the NYS Department of Labor at (585) 258-4505.

Payrolls and Payroll Records: Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least five (5) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provide, and Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the District, within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The District shall receive and maintain such payrolls.

Vendors currently on the NYS Labor Department debarred contractors list, as well as those currently debarred from bidding on federal projects as identified in the federal System for Award Management (SAM), are ineligible for award under this Request for Bids. By submitting a bid for consideration, the

Vendor is indicating to the District that they are currently in good standing with the NYS Department of Labor and has no active exclusions in SAM at the time of the bid submission.

Insurance Requirements

The successful bidder will be required to procure and maintain at its own expense, the following insurance coverage:

(a) Worker's Compensation and Employer's Liability Insurance: A policy or policies providing protection for Employees in the event of job-related injuries.

(b) Automobile Liability Insurance: A policy or policies of insurance with the limits of not less than \$1,000,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any owned, hired or leased automobile.

(c) Commercial General Liability Insurance: A policy or policies providing commercial liability coverage including products/completed operations, and personal and advertising injury with limits of not less than:

Liability For:	Limits
Property Damage	\$1,000,000 each Occurrence / \$2,000,000 Aggregate
Bodily Injury	\$1,000,000 each Occurrence / \$2,000,000 Aggregate
Personal Injury	\$1,000,000 each Occurrence / \$2,000,000 Aggregate

The Honeoye Central School District shall be named as an additional insured on all liability policies. RFB number must appear on insurance certificate. The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to the District. It shall be automatically renewed upon expiration and continued in force unless District is given at least thirty (30) days written notice to the contrary.

No work shall be commenced under the contract until the successful bidder has delivered to the District Purchasing Agent, or designee, proof of issuance of all policies of insurance required. If at any time, any of said policies shall expire or become unsatisfactory to the District, the successful bidder shall promptly obtain a new policy and submit proof of insurance of the same to the District for approval. Upon failure of the successful bidder to furnish, deliver and maintain such insurance as above provided, the contract may, at the election of the District, be declared suspended, discontinued or terminated. Failure of the successful bidder to procure and maintain any required insurance, shall not relieve the successful bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful bidder concerning indemnification.

General Terms and Conditions

Award Notification

The District shall generate an award letter to the successful bidder. The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the District. Bidder shall not ship or deliver any item until receipt of a valid purchase order from the District.

Contract/Agreement

The successful bidder's submittal, when accepted by the District either by formal letter of acceptance or Purchase Order, shall legally constitute acceptance and therefore, be subject to all the terms and conditions of the bid documents. Any and all ambiguities in bid documents, bid awards, contracts or related documents, including tariffs, shall be construed in favor of District.

Prior to payment, items furnished, or work performed will be inspected by the Purchasing Agent or designee to determine their conformity to specification. No payment will be made for items not meeting specification.

Contract Administrator

The District will designate a contract administrator with responsibility to ensure compliance with all the contractual term and conditions, including, but not limited to, the inspection and acceptance of the services(s) provided. The contract administrator will serve as liaison between the District and the successful bidder.

Advertising

The successful bidder shall not advertise or publish, without the District prior written approval, the fact that the District has entered into a contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.

Termination Rights by the District

The District reserves the right to terminate the contract immediately in the event the successful bidder fails to meet delivery or completion schedules, or otherwise perform in accordance with these specifications. Breach of contract or default authorizes the District to award to the next lowest bidder or purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder. District may terminate the contract without cause upon thirty (30) day's written notice.

Indemnification

To the fullest extent permitted by law, the Contractor agrees to hold harmless, indemnify and defend the Honeoye Central School District, all its employees/representatives, and all participating school districts, from and against all claims, damages, losses and expenses (including, without limitations, legal expenses on a solicitor and client basis) arising out of, or in consequence of, any and all acts, omissions, or negligence of the Contractor. Further, the Contractor agrees to hold harmless, indemnify and defend the District, all its employees/representatives, and all participating school districts from and against all suits, actions and proceedings by whomsoever made, brought, or prosecuted, and in any manner based upon, arising out of, related to, occasioned by, or attributable to the infringement or contribution to the infringement of any intellectual or industrial property right, by the articles, methods, processes, or act employed by, or plans, drawings, specifications or other written data provided by the Contractor or its employees in concert with providing services.

Representations

No information derived from inspection of District records or reports of investigation concerning the agreement will in any way relieve the successful bidder from its responsibility or from properly performing its obligations under the contract. The District may have provided information as a convenience to the bidder and did so without any warranty whatsoever by District. The successful bidder is responsible for making its own conclusions and interpretations from the data supplied by District and from information available from other sources.

Price Redetermination

A price redetermination may be considered by the District only at anniversary date and upon extension of the contract for an additional term as specified in the bid documents and shall be substantiated in writing (i.e., Manufacturer's direct costs, postage rates, Federal /State minimum wage law; Federal/State unemployment taxes; F.I.C.A; Insurance Coverage Rates; etc.). The current Consumer Price Index for all Urban Consumer (CPI-U), and/or the applicable Producer Price Index (PPI), as published by the Bureau of Labor Statistics for the U.S. Department of Labor, New York State average may be used as a basis for evaluation of reasonableness of any price redetermination request. These statistics will be referenced for negotiable purposes only; therefore, a bidder is not to interpret that 100% of the index rate will be applied. All requests for price redetermination with written substantiation must be submitted to the District at the time of notification of extension. District reserves the right to accept or reject part or all of the price redetermination request, as it deems to be in the best interest of the District.

Delivery Terms and Conditions

- a. Contractor's work may not cause interference with District operations.
- b. Prior to payment, items furnished, and work performed, will be inspected by the Purchasing Agent or designee to determine their conformity to specification. No payment will be made for items or work not meeting specification.
- c. All delivery, freight charges, municipal reporting fees, fuel surcharges and hazardous material surcharges shall be included in the bid prices. No additional charges will be paid.
- d. No state or federal tariffs shall apply unless a copy of such tariff or tariffs is attached to the bid at the time of submission.
- e. No state or federal tariffs shall apply unless a copy of such tariff or tariffs is attached to the bid at the time of submission.

Payments

- a. The District will make payment only after receipt and acceptance by the District of the service ordered.
- b. Vendor invoices shall show the purchase order number and shall be mailed to the District as indicated on the Purchase Order.

- c. Payment terms extended to the District and districts shall be no less than 30 days from date of invoice.
- d. The vendor's invoice shall state any prompt payment discounts available.
- e. The District shall not pay any additional freight, minimum order charges, fuel or other surcharge or delivery charges.
- f. Payments of any claim shall not preclude District from making claim for adjustment of any item found not to have been in accordance with specifications. Payments shall be made by District with all rights reserved.
- g. Payments for the used portion of an inferior delivery will be made by the District on an adjusted price basis.
- h. The District is exempt from federal, state, and municipal sales/excise taxes. Therefore, bid price shall not include any such taxes.
- i. The District requires the vendor and the vendor agrees to pay suppliers within ten (10) days after the vendor receives payment from the District.

Venue

This RFB will be governed and construed according to the laws of the State of New York. By submission of a bid all bidders agree that the Supreme Court, State of New York, County of Ontario, the United States District Court, Northern District of New York shall be the venue for any actions brought under this RFB.

Default and Remedies

the successful bidder is in default, the District may, in its discretion, do all things necessary to affect compliance with the laws, regulation, by-laws, directives, rules and conventions referred to herein, and the successful bidder shall, on demand by the District, reimburse the District for all costs incurred by the District for that purpose.

The successful bidder and the District agree that both parties have all rights, duties and remedies available as stated in the Uniform Commercial Code.

Conflicts of Interest

The bidder shall not have a conflict of interest with the District. Further, the bidder shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the District. Any contact between a bidder and District employees, board members, other than with the Purchasing Office, shall be grounds for disqualification.

Drug Free/Smoke Free

District maintains a drug and smoke free workplace. Use, possession or being under the influence of drugs and/or alcohol, as well as the use of any tobacco product to include electronic or vapor cigarettes while in performance of this agreement is strictly prohibited.

Non-Discrimination

The Honeoye Central School District does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs, activities, employment, and admissions; and provides equal access to the Boy Scouts and other designated youth groups.

The following person has been designated to handle inquiries regarding the non-discrimination policies: Superintendent Natalie Pfluke, Civil Rights Compliance Officer, at natalie.pfluke@honeoye.org or (585) 229-4125. Inquiries concerning the application of the District non-discrimination policies may also be referred to the U.S. Department of Education, Office for Civil Rights (OCR), 32 Old Slip, 26th Floor, New York, NY 10005, telephone (646) 428-3800 (voice) or (800) 877-8339 (TTY).

The awarded vendor is required to conform to District' Non-discrimination policy.

Force Majeure

The awarded bidder shall not be responsible for its delay or failure to perform if neither the fault nor negligence of the bidder, its officers, employees, or agents contributed to such delay or failure to perform, and bidder's delay or failure to perform is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause beyond the control of the bidder, or for any of the foregoing which affect subcontractors or suppliers and no alternate source of supply is available to the bidder. Within five business days of becoming aware of such cause, bidder shall notify the District Purchasing Agent of the delay or potential delay and the cause(s) thereof. In the event performance is suspended or delayed, in whole or in part, by reason of any of the aforementioned causes, and proper notification is given to the District Purchasing Agent, the District may:

- a. Purchase from other sources without recourse to and by the bidder for the costs and expenses thereof to replace all or part of the products which are the subject of the delay, which purchases may be deducted from any applicable contract quantity; or
- b. Terminate the contract or the portion thereof which is subject to delivery delays and thereby discharge any unexecuted portion of the contract or relative part thereof.

Fingerprinting

Fingerprinting clearance is required by the New York State Department of Education (SED) for all contractors' employees and subcontractors providing services pursuant to this RFB, who will have direct student contact on more than 5 days in a school year, whether alone or with employees of the District or school district. Prior to commencement of work, and at no additional cost to the District, the Contractor will provide documentation of fingerprinting clearance for all staff who will be performing services onsite at times and locations where students may be present. Additionally, the Contractor shall immediately notify the District if any individual subject to fingerprinting clearance has been arrested and charged with a felony or misdemeanor in any jurisdiction.