



LAWN CARE SERVICES

Town of Lloyd
12 Church Street
Highland, New York 12528
845-691-2144

REQUEST FOR PROPOSALS

**TO PROVIDE LAWN CARE SERVICES TO THE TOWN'S
PROPERTIES LOCATED AT BEREAN PARK, TONY
WILLIAMS PARK AND THE TOWN FIELD ADJACENT TO
THE FRANK M. LOMBARDI MUNICIPAL PARKING LOT AND
HIGHLAND LANDING PARK AND SPRING FALL CLEAN-UP
TO TOWN'S PROPERTIES LOCATED AT BEREAN PARK,
HIGHLAND LANDING**

**HUDSON VALLEY RAIL TRAIL COMMERCIAL AVENUE
PROPERTY, HUDSON VALLEY RAIL TRAIL ROTARY
PAVILION, JOHNSON-IORIO PARK, TOWN FIELD
(ADJACENT TO THE FRANK M. LOMBARDI MUNICIPAL
PARKING LOT), TOWN HALL, TONY WILLIAMS PARK,
VETERANS PARK.**

FERTILIZATION TOWN FIELD AND TONYWILLIAMS PARK

❖ REQUEST FOR PROPOSAL ISSUE DATE: October 1, 2026

❖ PROPOSALS DUE/CLOSING DATE: October 29, 2026

REQUEST FOR PROPOSALS

1.1. INVITATION

The Town of Lloyd invites proposals to provide labor and materials to provide lawn care services including lawn mowing to the Town's properties located at Berean Park, Tony Williams Park, the Town field adjacent to The Frank M. Lombardi Municipal Parking Lot located in the Village of Highland and Highland Landing Park and spring/fall clean-up services to the Town's properties located at Berean Park, Highland Landing, Hudson Valley Rail Trail Commercial Avenue Property, Hudson Valley Rail Trail Rotary Pavilion, Johnson-Iorio Park, Town Field (Adjacent to the Frank M. Lombardi Municipal Parking Lot), Town Hall, Tony Williams Park, Veterans Park. The successful bidder is expected to provide all personnel, materials and equipment and perform all scope of work items as indicated hereafter.

The fee proposal for requested services should be in the form attached hereto as Appendix "A" . The fee for lawn mowing at the three locations will be for one mow per week approximately thirty (30) cuts for Berean Park, thirty-five (35) cuts for the Tony Williams Park and thirty-five (35) cuts for the Town field.

Spring clean-up shall be completed by May 1st. The contractor shall remove all winter debris leaves, sticks and trash accumulated over the winter season from lawns, walks, building entrances, turf areas and plant beds. The Contractor shall remove all dead and broken branches from trees and bushes.

Fall clean up shall include leaf and debris removal from the turf, lawns, plant beds, contract area walkways and building entrances. The Contractor shall provide end-of-season pruning of all shrubs and bushes throughout the fall season as well as elimination of any tree branches and limbs that may create a potential hazard.

Fertilization of Town Field and Tony Williams Park shall be quoted on a per application basis with an anticipated two to three applications per year.

1.2 TERM/START/COMPLETION DATES

The lawn care service to be provided will begin on approximately March 15th, 2027 and end on approximately December 1st, 2029. The Town is seeking the services for a Contract term of one year with the Town's option to renew for two additional one-year terms.

SECTION 2: INSTRUCTIONS TO OFFEROR

2.1. GENERAL INVITATION

The Town of Lloyd invites all interested parties to submit proposals for the services described herein.

The Town of Lloyd will accept all sealed proposals pursuant to this RFP no later than 29th at 12 noon, at which time there will be a Public Bid Opening. All proposals must be clearly labeled on the front of package referencing “Lawn Care Services,” and delivered in person or via mail to:

**Wendy Rosinski, Town Clerk
Town of Lloyd
12 Church Street
Highland, New York 12528**

Proposals are solicited in accordance with the terms, conditions, and instructions as set forth in this RFP. Submission of proposals via telephone, facsimile, e-mail or any other method not specifically provided for herein is prohibited. Proposals must be completed in accordance with the requirements of the RFP. No amendments or changes to proposals will be accepted after the closing date and time. No proposals shall be accepted after the stated deadline. The Town of Lloyd reserves the right to reject any or all proposals at its sole discretion.

Any material misrepresentation made by an Offeror may void its proposal and eliminate its proposal from further consideration. Any proposal that is based upon violation of federal, state or local law, or is deemed to be non-responsive will be eliminated from consideration.

The Town of Lloyd shall not be responsible for any expenses or charges incurred by an Offeror in preparing or submitting a proposal, or in providing any additional information considered necessary by the Town of Lloyd in the evaluation of the proposal.

2.2. SCHEDULE

Listed below is the anticipated schedule for all actions related to this RFP. In the event that there is any change or deviation from this schedule, such change will be posted on the Town’s website at www.townoflloyd.com.

EVENT	DATE
Issuance of RFP	October 1, 2026
Proposals Due by 12 Noon	October 29, 2026

2.3. RFP REVIEW/ADDITIONAL QUESTIONS/ADDITIONAL INFORMATION

Each Offeror is responsible for carefully examining all RFP documents and thoroughly familiarizing themselves with each of the Town of Lloyd’s requirements prior to its submission of a proposal to ensure that its responses are in compliance with the RFP.

Each Offeror is responsible for conducting its own investigations and any examinations necessary to ascertain conditions and requirements affecting the requirements of this RFP. Failure to perform such investigations and examinations shall not relieve the Offeror from its

obligation to comply, in every detail, with all of the provisions and requirements contained in the RFP.

Questions regarding the RFP shall be directed to the Town's Recreation Director, Frank Alfonso, Recreation@townoflloyd.gov, only. Any contact with any other Town officer or employee regarding the RFP during the procurement period may result in the rejection of any such Offeror's proposal. Offerors shall communicate in writing only. No other communications with the Town's designee regarding the RFP are permitted during the procurement period.

Questions received from all Offerors will be answered and shared with all Offerors via the Town's website at www.townoflloyd.gov. No other representatives of the Town are to be contacted regarding this RFP. The Town accepts no responsibility for, and the Offeror agrees not to rely upon, any verbal or written statements or representations from any other person, whether or not employed by the Town of Lloyd.

The Town may, in its sole discretion, also elect to provide both the question(s) and the written answer(s) to all known Offerors via e-mail. Offerors are solely responsible for ensuring that the Town has accurate contact information, including an e-mail address for the receipt of such correspondence. The Town does not assume any responsibility for undelivered e-mails or for the receipt of any communication sent to any Offeror.

2.4. ADDENDA AND MODIFICATIONS

The Town of Lloyd reserves the right, in its sole discretion, to amend this RFP at any time prior to the deadline for submission of the proposals. In the event that it becomes necessary to revise or expand upon any part of this RFP, all addenda, amendments, and interpretations to this RFP will be made in writing and posted on the Town of Lloyd's website at www.townoflloyd.gov. The Town may also endeavor to notify all Offerors to whom the RFP has been issued.

All addenda shall be incorporated as part of the RFP documents as though they were originally set forth. The Town of Lloyd does not assume any responsibility for the failure of an Offeror to receive any addendum.

2.5. PROPOSAL FORMAT/CONTENTS

Offerors are advised to adhere to the submittal requirements of the RFP. Failure to comply with the instructions of the RFP may cause a proposal to be rejected. Submission of a proposal in response to this RFP constitutes acceptance of all requirements outlined in the RFP.

The proposal must be signed by each individual Offeror or its authorized representative having the authority to legally bind the Offeror(s). The proposal shall also contain a statement that the proposal, including all proposed prices, contained therein shall remain firm and irrevocable for a period of forty-five (45) days following the Town's receipt of such proposal and the award of the contract.

In the event that an Offeror cannot comply with any term, condition, or requirement of this RFP, such non-compliance must be clearly noted on the Offeror's letterhead and submitted with the proposal. Offerors are cautioned that such non-compliance may result in disqualification of its proposal, at the sole discretion of the Town of Lloyd. No allowance will be made for un-noted non-compliance of any kind by the Offeror. The proposal should include a cover letter containing a description of the bidders experience and qualifications and a summary as to why the bidder believes itself to be the most qualified; containing a statement granting the Town of Lloyd and its representatives authorization to contact any previous client of the bidder for purposes of ascertaining an independent evaluation of the bidders members performance; a description of the bidder including the company's history, and the names of the principals of the bidder and proposed point of contact, three references with contact information.

SECTION 3: TOWN'S RESERVATION OF RIGHTS

3.1. Upon submission of a proposal in response to this RFP, each Offeror acknowledges and consents to the following conditions relative to the submission and review and consideration of its proposal:

- a. All costs incurred by the Offeror in connection with responding to this RFP and for participating in this procurement process shall be borne solely by the Offeror.
- b. The Town of Lloyd reserves the right, in its sole discretion, to reject for any reason any responses or components thereof and to eliminate any Offerors responding to this RFP from further consideration for this procurement.
- c. The Town of Lloyd reserves the right, in its sole discretion, to reject any Offeror that submits incomplete responses to this RFP, or any proposal that is not responsive to the requirements of this RFP.
- d. The Town of Lloyd reserves the right, without prior notice, to supplement, amend, or otherwise modify this RFP, or otherwise request additional information.
- e. All proposals in response to this RFP shall become the property of the Town of Lloyd and will not be returned.
- f. All proposals in response to this RFP shall constitute public records subject to disclosure.
- g. The Town of Lloyd may request that Offerors personally attend or send representatives to the Town of Lloyd for interviews as required.
- h. All proposals in response to this RFP that are not received by the Town of Lloyd by the stated Proposal due date and time will be rejected.

i. Neither the Town of Lloyd, nor its officers, officials nor employees shall be liable for any claims or damages resulting from the solicitation or preparation of the proposal in response to this RFP.

3.2. The Town of Lloyd may, in its sole discretion, exercise the following rights and options with regard to this RFP and the procurement process in order to obtain the most advantageous offer for the Town of Lloyd:

- a. To waive irregularities and/or minor non-compliance by any Offeror with the requirements of this RFP;
- b. To request clarification and/or further information from one or more Offerors after closing without becoming obligated to offer the same opportunity to all Offerors;
- c. To reject any or all proposals or parts of proposals, to accept part or all of proposals on the basis of considerations other than lowest cost;
- d. To determine that any proposal received in response to this RFP complies or fails to comply with the terms set forth herein;
- e. To determine whether any perceived or actual conflict of interest exists that would affect or impair the award of any contract arising from this RFP to an Offeror(s);
- f. To waive any technical non-conformance with the terms of this RFP;
- g. To change or alter the schedule for any events called for in this RFP;
- h. To conduct investigations of any Offerors, as the Town of Lloyd deems necessary or convenient, to clarify the information provided as part of the proposal and to request additional information to support the information included in any proposal;
- i. To suspend or terminate the procurement process described in this RFP at any time. If terminated, the Town of Lloyd may determine to commence a new procurement process without any obligation to the Offerors;
- j. The Town of Lloyd shall be under no obligation to complete all or any portion of the procurement process described in this RFP.

3.2. Offerors are advised to submit a complete offer as their proposal. Any waiver, clarification or negotiation will not be considered as an opportunity for Offerors to correct errors in their proposal.

SECTION 4: SELECTION CRITERIA/MISSED VALUE AWARD

4.1 This criterion will take into account the bidder's description of its experience and qualifications stated in the cover letter, as outlined above. Qualifications will include business references. The Town will evaluate the bidder's experience by the number of years the bidder has conducted the specified work along with performance with past clients. The Town will allot approximately 30 points toward this criterion.

4.2 Fee. The bidder with the lowest fee will receive 70 points, all other bidders will receive a percentage of points based on the variants of the compensation from the lowest proposal. Cost score is a calculation not an analysis. The Town will use the New York State Office of State Controllers recommended formula for costs scores (max points x (lowest bid) ÷ bid being evaluated).

4.3 Staff responsible for review and evaluation of proposals will independently review each proposal based upon the criteria listed above. Each reviewer score for criteria 4.1 will be combined to provide an average score. Score for fee (section 4.2) will be provided by the Town's bookkeeper and added to the average score for the criteria contained in section 4.1. The Town intends to select the successful bidder based on best value pursuant to the above criteria.

SECTION 5: INDEMNIFICATION/HOLD HARMLESS

For any contract arising from this Request for Proposal, the successful Offeror(s) shall defend, indemnify and hold harmless the Town of Lloyd and its officers, agents, servants, and employees from all claims, demands, damages, suits, proceedings, liabilities, judgments, losses, costs of every name, nature, and description, including, but not limited to, to which the Town may be subjected by reason of any injury to the person or property of another, or the property of the Town, resulting from the negligence or carelessness, active or passive, of the Offeror, its employees, agents or subcontractors, in the performance of any work under the contract. This provision shall include, but not be limited to, all losses, costs, damages, and attorney's fees which the Town of Lloyd may suffer as a result of any negligent supervision of services or by reason of injury to the person or property of another, or the property of the Town, resulting from the negligence or carelessness, active or passive, of the Offeror or its employees, agents, or subcontractors, or the joint negligence, active or passive, of the Offeror, the Town, or others, in the performance of any work under the contract.

SECTION 6: INSURANCE COVERAGE REQUIREMENTS

The Town of Lloyd requires insurance coverage as listed below for this service. Note: The term Offeror shall mean the successful Offeror(s), their respective agents, representatives, employees or subcontractors; and the terms "Town of Lloyd" shall include their respective officers, agents, officials, employees, volunteers, boards and commissions. The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or exclude the Town from additional limits and coverage provided. Coverage shall be primary and non-contributory.

Minimum Scope and Limits of Insurance

6.1. Workers' Compensation Insurance and Disability Insurance

With respect to all operations the Offeror performs, the Offeror shall maintain Workers' Compensation Insurance and Disability Insurance in accordance with the requirements of the laws of the State of New York. Evidence of Workers' Compensation Insurance and Disability Insurance must be provided on their respective New York State approved forms. An Accord form is not acceptable. Each certificate of insurance evidencing such coverages shall be submitted by the Offeror and must name the Town of Lloyd as certificate holder on said certificates of insurance.

6.2. Commercial General Liability Insurance

With respect to all operations that the Offeror performs, the Offeror shall maintain Commercial General Liability insurance providing for a total limit of not less than one million dollars (\$1,000,000.00) per occurrence. Each annual aggregate limit shall not be less than two million dollars (\$2,000,000.00). A certificate of insurance evidencing such coverage shall be submitted by the Offeror and must name the Town of Lloyd as additional insured and certificate holder under said policy. The Town of Lloyd must also be named as an additional insured under any excess umbrella liability policy.

6.3 Security/Bond Requirements

(A) Each bid must be accompanied by cash, by a certified check of the bidder payable to the order of The Town of Lloyd, or by a bid bond, duly exercised by the bidder as principal, and having as surety, thereon a surety company licensed to do business in the State of New York, approved by the owner in the amount of 5 percent of the total proposed proposal submitted. Bid security shall be returned to all except the three lowest bidders within three days after formal opening of bids. The remaining bid security will be returned to the three lowest bidders within forty-eight hours after the owner and the accepted bidder have executed a contract and the executed performance bond and payment bonds have been approved by the owner. If the required contract and bonds have not been executed within sixty days of the date of opening of bids, then the security of any bidder will be returned upon their request provided they have not been notified of the acceptance of their bid prior to the date of such request.

(B) Prior to the commencement of work, the contractor will be required to provide a performance bond and payment bond, or other security, for the work to be performed pursuant to the Contract.

6.4. Commercial Automobile Liability Insurance

With respect to any owned, non-owned, or hired vehicles, the Offeror shall carry Automobile Liability insurance providing at least one million dollars (\$1,000,000) per accident for bodily injury and property damage. A certificate of insurance evidencing such coverage shall be submitted by the Offeror and must name the Town of Lloyd as an

additional insured and certificate holder under said policy.

6.5. Acceptability of Insurers

All of Offeror's insurance policies shall be written by insurance companies licensed in the State of New York and authorized to do business in the State of New York or otherwise acceptable to the Town of Lloyd.

GENERAL REQUIREMENTS

6.6. NON-DISCRIMINATION

The successful Offeror(s) shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sexual orientation, gender identity or expression, military status, age, sex, disability, marital status, or familial status. Such prohibition against discrimination shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

6.7. Americans with Disabilities Act Compliance Provisions

Any Offeror(s) awarded a contract arising out of this solicitation are required to abide by the regulations of the Americans with Disabilities Act of 1990 (ADA) which prohibits discrimination against individuals with disabilities. The Offeror will not discriminate against any employee or applicant for employment because of their disability and will take affirmative action to ensure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, promotion, demotion, transfer, recruitment or recruitment advertising, layoff, discharge, compensation and fringe benefits, classification, referral and training. The ADA also requires Offerors associated with the Town of Lloyd to provide qualified applicants and employees with disabilities with reasonable accommodation that does not impose undue hardship.

6.8. GENERAL COMPLIANCE

The successful Offeror(s) agrees to comply with all applicable Federal, State and local laws and regulations governing its performance under any contract arising from this solicitation.

6.9. INDEPENDENT CONTRACTOR

Nothing contained in this RFP or in the agreement, if any, with the successful Offeror, is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The successful Offeror(s) shall at all times remain an independent contractor with respect to the services to be performed

under the contract. Contractor covenants and agrees that it will not hold itself out as, nor claim to be, an officer or employee of the Town. Any and all employees of Offeror(s) or other persons engaged in the performance of any work or services required by Offeror under the contract shall be considered employees or sub-Offerors of the Offeror only and not of the Town; and any and all claims that might arise, including, but not limited to, Worker's Compensation claims under the Worker's Compensation Act of the State of New York or any other state, on behalf of said employees or other persons while so engaged in any of the work or services to be rendered herein, shall be the sole obligation and responsibility of Offeror.

6.10. OWNERSHIP OF MATERIALS

All finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials resulting from any contract arising from this RFP shall constitute the property of the Town of Lloyd. The Town may use, extend, or enlarge any document produced under the contract without the consent, permission of, or further compensation to the Offeror.

6.11. DISCLAIMER

This RFP and the process it describes are proprietary to The Town of Lloyd are for the sole and exclusive benefit of the City. This RFP is not binding on the Town of Lloyd. No other party, including any Offeror to this RFP or further Offerors to any RFP that may be issued by the Town, is intended to be granted any rights hereunder. Any response to this RFP, including written documents and verbal communication, with the exception of materials marked as trade secrets or confidential, may be subject to public disclosure by the Town, or any authorized agent of the Town. Any materials submitted or ideas elicited in response to this RFP shall be the sole and absolute property of the Town of Lloyd with the Town having title thereto and unrestricted use thereof.

6.12. PUBLICITY

All publicity (including, but not limited to, news releases, news conferences, and commercial advertising) relating to this RFP and/or the services or products sought by this RFP and/or any contract awarded pursuant to this RFP shall require the prior written approval of the Town of Lloyd.

6.13. FREEDOM OF INFORMATION LAW

The Town of Lloyd is subject to the provisions of Article 6 Section 89 of New York State Public Officer's Law, entitled the Freedom of Information Law. All proposals, in their entirety, submitted in response to this Request for Proposal shall constitute a record subject to public disclosure pursuant to the Freedom of Information Law. It is the sole responsibility of each Offeror to this Request for Proposal to identify those portions deemed to constitute a "trade secret" or proprietary information of the commercial enterprise. Any such information shall be clearly marked "CONFIDENTIAL". The phrase trade secret is more extensively defined to include a formula, process, device or compilation of information used in

one's business which confers a competitive advantage over those in similar businesses who do not know it or use it. The subject of the trade secret must not be of public knowledge or of a general knowledge in the trade or business. A corresponding letter, on company letterhead, must be provided describing the factors and extent to which the disclosure of the "CONFIDENTIAL" information would cause substantial injury to the competitive position of the commercial enterprise. The entire proposal shall not be marked "CONFIDENTIAL". Any portion of the proposal that is not clearly identified as "CONFIDENTIAL" may be disclosed pursuant to the Freedom of Information Law. THE TOWN OF LLOYD DOES NOT ASSUME ANY RESPONSIBILITY WHATSOEVER TO ANY OFFEROR IN THE DISCLOSURE OF RECORDS PURSUANT TO THE FREEDOM OF INFORMATION LAW, COURT ORDER, OR ANY OTHER METHOD OF DISCLOSURE PROVIDED FOR UNDER THE LAW.

6.14. STATEMENT OF COMPLIANCE AND CONFLICT OF INTEREST

All Offerors must sign the attached Statement of Compliance and Conflict of Interest.

6.15 NON-COLLUSION CERTIFICATION

If the Offeror is a corporation, the execution of the non-collusive certification in the form of proposal shall be deemed to include the signing to non-collusion as the act and deed of the corporation. An executed copy of the attached non-collusion certificate must accompany the proposal.

No proposal shall be considered for an award nor will any award be made to an Offeror where the proposal does not include the statements as to non-collusion as set forth in the form of proposal herein, provided however, that if in any case the Offeror cannot make the foregoing certification, the Offeror shall so state and furnish with the proposal a signed statement which sets forth in detail the reasons therefore. In such event the proposal shall not be considered for award nor shall any award be made unless the Town determines that such disclosure was not made for the purpose of restricting competition. In this connection, it should be noted that the fact that an Offeror has published price lists, rates or tariffs covering items being procured or has informed prospective customers of the proposed or pending publication of new or revised price lists for such items, or has sold the same items to other customers at the same price as being proposed, does not constitute, without more, a disclosure to any other Offeror or to any competitor within the meaning of the non-collusive certification included in the form of proposal.