



ANDREW M. CUOMO  
Governor

# Office for People With Developmental Disabilities

KERRY A. DELANEY  
Acting Commissioner

## **OPWDD Western NY Contract HUB**

**on behalf of**

**Central New York Developmental Disabilities  
State Operations Office**

**2018 Snow Removal Services in Herkimer,  
Lewis, Madison, and Oneida Counties**

**Invitation For Bid # CNY 071618**

## Invitation For Bid #CNY 071618

**BID CONTENTS**

1.	INTRODUCTION	3
2.	DESIGNATED CONTACT PERSON(S) FOR INQUIRIES & SUBMISSION	3
3.	TIMETABLE OF PROPOSAL DUE DATES	3
4.	OBJECTIVE OF THIS IFB	3
5.	GENERAL DESCRIPTION OF SERVICES	4
6.	SITE INSPECTIONS	4
7.	NOTICE TO POTENTIAL BIDDERS	4
8.	TERM OF THE CONTRACT	4
9.	PAYMENT	4
10.	WAGE AND HOURS PROVISIONS	4, 5
11.	SUBCONTRACTING	5
12.	INSURANCE	5, 6
13.	SUBMISSION OF PROPOSALS	6
A.	<i>Submission Requirements:</i>	6
B.	<i>References</i>	6
C.	<i>Late Bids</i>	6,7
14.	PROCUREMENT INFORMATION, MANDATORY REQUIREMENTS	7
A.	<i>Procurement Lobbying Law Requirements pursuant to State Finance Law §§ 139-j and 139-k</i>	7
B.	<i>Questions Regarding this Procurement</i>	7,8
C.	<i>OPWDD Rights</i>	8, 9
D.	<i>Incurred Costs</i>	9
E.	<i>Content of Proposals</i>	9
F.	<i>Period of Validity</i>	9
G.	<i>Public Information Requirements / Confidentiality / Publication Rights</i>	9, 10
H.	<i>Notice of Award, Debriefing and Bid Protests</i>	10
I.	<i>Affirmative Action</i>	10, 11
J.	<i>Prime Contractor's Responsibility</i>	11
K.	<i>Public Officer's Law Requirements</i>	11
L.	<i>Omnibus Procurement Act</i>	11, 12
M.	<i>Contract Execution</i>	12
N.	<i>Vendor Responsibility Questionnaire</i>	12
O.	<i>Health Information Portability and Accountability Act (HIPAA)</i>	12
P.	<i>General Duties and Additional Responsibilities</i>	12
Q.	<i>NYS Information Security Breach and Notification Act (NYS Technology Law, § 208)</i>	13
R.	<i>Nondiscrimination in Employment in Northern Ireland: MacBride Fair Employment Principles</i>	13
S.	<i>Bidder's Certification of Compliance with State Finance Law § 139-k (5)</i>	13
T.	<i>Bidder's Affirmation of Understanding of and Agreement pursuant to State Finance Law § 139-j (3) and § 139-j (6) (b)</i>	13
U.	<i>Bidder Disclosure of Prior Non-Responsibility Determinations</i>	14
V.	<i>Non-Collusive Bidding Certification</i>	14, 15
W.	<i>Public Officers Law Certification</i>	15
15.	CONSUMER SAFETY INFORMATION	15, 16
16.	CONSULTANT DISCLOSURE	16
17.	EVALUATION CRITERIA: METHOD OF AWARD	16
<b>QUALIFICATIONS &amp; SCOPE OF WORK</b>		<b>17-21</b>
<b>EXHIBIT A –2018-2023 SNOW PLOWING SERVICES BID FORM</b>		<b>22-35</b>
<b>EXHIBIT B - SNOW PLOW SERVICE SLIP</b>		<b>36</b>
<b>EXHIBIT C- SNOW PLOW DAMAGE FORM</b>		<b>37</b>
<b>NO-BID FORM</b>		<b>38</b>

**REQUIRED FORMS:**

ATTACHMENT 1: References

ATTACHMENT 2: Vendor Responsibility Questionnaire

**REFERENCE MATERIAL**

Contract Template with Appendix A &amp; Supplement

**1. Introduction**

The New York State Office for People With Developmental Disabilities (hereinafter "OPWDD") has the authority to provide care, treatment, rehabilitation, education, training and support services to developmentally disabled persons. OPWDD is also empowered to take all actions necessary, desirable, and proper to carry out its purposes and objectives within budgetary amounts made available by appropriations. The Central New York Developmental Disabilities State Operations Office (hereinafter "CNYDDSOO" is an agency of OPWDD serving Herkimer, Lewis, Madison, Oneida, Cayuga, Cortland, Onondaga, and Oswego counties.

OPWDD contracts with numerous organizations to provide these required services and other physical benefits. Such contracts may be with not-for-profit or for-profit organizations as well as with other governmental organizations.

**2. Designated Contact Person(s) For Inquiries & Submissions**

**Cory Smith, CMS I for  
Michael O'Bryan, CMS II  
OPWDD Western NY Contract HUB  
187 Northern Concourse  
North Syracuse, New York 13212  
Phone: 315-473-2900 Fax: 315-473-3132  
[wny.contracthub@opwdd.ny.gov](mailto:wny.contracthub@opwdd.ny.gov)**

**3. Timetable of Proposal Due Dates**

IFB Release Date	June 12, 2018
Mandatory Site Visit	See Section 6
Final Date for Receipt of Questions	June 26, 2018
Official Responses to Questions	June 29, 2018
<b>Proposal Due Date – Bid Opening</b>	<b>July 16, 2018 @ 2:00 p.m.</b>
Evaluation & Selection	(Tentative) July 17-29, 2018
Notification of Awards	(Tentative) July 30, 2018
Contract start date (subject to change)	November 1 <sup>st</sup> , 2018

**OPWDD has sole discretion to change the above dates**

**4. Objective of this IFB**

The purpose of this IFB is to contract with responsive and responsible vendors interested in performing the tasks and services described within the section of this IFB identified as "Qualifications & Scope of Work".

## 5. General Description of Services

This IFB is for interested bidders to submit a bid for Snow Removal Services for OPWDD Central New York DDSOO sites located in Herkimer, Lewis, Madison, and Oneida Counties according to the specifications, terms and conditions as enumerated in "Qualifications & Scope of Work" of this IFB.

## 6. Site Inspections

It is the Bidders obligation to visit any and all sites they wish to bid on. OPWDD will make **no allowance or concession** to the Bidder for any alleged misunderstanding or deception because of quality, character, location, or other conditions. It is the responsibility of the bidder to know the site(s) requirements based upon the service being requested. The telephone number for each site has been provided. It is the Bidders responsibility to set up an appointment with each House Manager to determine the specific requirements of all aspects of the sites in relation to the service to be provided.

## 7. Notice to Potential Bidders

Receipt of these bid documents does not indicate that OPWDD has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the bid opening and will be based upon our evaluation of your bid submission compared to the specific requirements and qualifications contained in these bid documents.

## 8. Term of the Contract

The term of this contract will be defined in the Contract Agreement, but is anticipated to be a five year contract unless an amendment is mutually agreed upon by both parties and approved by the Office of the State Comptroller.

## 9. Payment

Prices are to remain constant for the initial year of the contract. At the completion of the initial year, OPWDD or the Contractor may give notice or request an annual price adjustment for the subsequent year. The notice or request must be submitted in writing 30 days prior to the contract anniversary date or renewal date. OPWDD has the sole discretion in determining the rate to be approved. The adjustment shall be based upon the "CPI-W" (Consumer Price Index - Urban Wage Earners and Clerical Workers), not seasonally adjusted, with the adjustment calculated on a 12-month percent change based on the month 60 days prior to the contract anniversary. Any price adjustment shall not exceed 3.0% per annum.

## 10. Wage and Hours Provisions

A. 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 statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department.

- (1) Pursuant to § 9 (A), Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime

## Invitation For Bid #CNY 071618

- pay, as determined by the State Labor Department in accordance with the Labor Law.
- (2) Pursuant to § 9 (A), Contractor and its subcontractors must provide OPWDD with a certified payroll when submitting an invoice for payment.
- B. If this qualifies as a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, the Contractor agrees to comply with all State and Federal laws and regulations relating to payment of prevailing wage rates in accordance with the Prevailing Wage Schedule to be issued by the Department of Labor, updated each year on July 1<sup>st</sup>.
- C. There will be no adjustment made to the contract amount during the initial contract year of the full term due to a change in the prevailing wage rate.

**11. Subcontracting**

No Subcontracting of services is allowed with this IFB without written permission of OPWDD. For further information please see Section 14, "Procurement Information, Mandatory Requirements; J. Prime Contractor's Responsibility".

**12. Insurance**

The Contractor agrees that without expense to the State, insurance will be maintained during the period of the proposal and contract, insurance of the kinds and in the amounts indicated, with insurance companies authorized to do such business in the State of New York, covering all operations under this proposal and contract.

- A. The Contractor shall furnish to OPWDD a Certificate or Certificates in a form satisfactory to the Agency, showing compliance with the requirements of this section. The State of New York Office for People With Developmental Disability will be expressly named as additional insured on each policy in accordance with above. Certificates of insurance should be forwarded to the OPWDD with the signed agreement and thereafter annually on the contract anniversary date. Certificates shall state the policies shall not be changed or cancelled until 30 days written notice has been given to OPWDD. Required insurances are:
- (1) A policy covering the obligations of the successful bidder in accordance with the Workers' Compensation Law. The contract shall be void and of no effect unless the successful bidder procures such policy and maintains it during the period of the contract. The Workers Compensation Board website can be found here: <http://www.wcb.ny.gov/>
- (2) Policies covering bodily injury, liability and property damage of the types hereinafter specified, each with limits of liability not less than \$1,000,000.00 for all damages arising out of bodily injury, including death at any time resulting there from, sustained by one person in any one accident, and subject to that limit for that person, and not less than \$2,000,000.00 for all damages arising out of bodily injury, including death at any time resulting there from, sustained by two or more persons in any accident and not less than \$2,000,000.00 for all damages arising out of injury or destruction of property:
- a. Contractor's liability insurance issued to and covering the liability of the successful bidder with respect to all work performed by them under the proposal and the contract.

- b. Protective liability insurance issued to and covering the liability of the people of the State of New York with respect to all operations under this proposal and the contract, by the successful bidder, including omissions and supervisory acts of the State.

### 13. Submission of Proposals

#### A. Submission Requirements:

Two (2) originals of the EXHIBIT A – 2018 Snow Removal Services BID FORM (pgs. 22-35) and two (2) originals of all the Required Form Attachments listed on Page 2, Bid Contents, are required to be submitted. All proposals and any related documentation (that is, documentation not specifically requested by this IFB but which a Bidder has submitted in support of its proposal) in response to this IFB must be received by OPWDD no later than the proposal due date and time (See Section 3, "Timetable of Proposal Due Dates").

- (1) The OPWDD mailroom is open from 9:00 AM – 2:30 PM; therefore, overnight delivery can take a minimum of two (2) business days to be received by OPWDD. Bidders mailing their responses must allow sufficient mail delivery time to ensure receipt of their proposals by the Bid Opening Date listed on the cover page. Do not depend upon an expedited, "early AM," or similar delivery service to timely deliver to OPWDD.
- (2) All proposals should be submitted in a sealed envelope with *the following information clearly displayed on the exterior of the packaging: Bidder's name and address; "Sealed Bid" with the IFB title; Proposal Due Date*
- (3) Proposals should be **U.S. mailed or hand delivered** to the following address:

OPWDD  
Western New York Contract HUB - #CNY 071618  
C/O Cory Smith, CMS 1  
187 Northern Concourse  
North Syracuse, New York 13212

All proposals and accompanying documentation become the property of OPWDD and ordinarily will not be returned.

#### B. References:

All bidders must submit at least three (3) work references that will verify that the bidder has at least three (3) years of relevant experience to complete the work as listed in "Qualifications & Scope of Work".

- C. **Late Bids:** Any Bid received at the specified location after the time specified will be considered a late Bid. A late Bid shall not be considered for award unless: (i) no timely Bids meeting the requirements of the Bid Documents are received or, (ii) in the case of a multiple award, an insufficient number of timely Bids were received to satisfy the multiple award; and acceptance of the late Bid is in the best interests of the Authorized Users. Delays, mishandling or misdirecting of United States mail deliveries or any other means of transmittal, including couriers or agents of the Authorized User, shall not excuse late Bid submissions. Similar types of delays, including but not limited to, bad weather or security procedures for parking and building admittance shall not excuse late Bid submissions. Determinations relative to Bid timeliness shall be at the sole discretion of OPWDD.

**No late proposals will be considered if the delay in submission results from the fault of the bidder or from any factor within the direct or indirect control of the bidder.**

#### **14. Procurement Information, Mandatory Requirements**

##### **A. Procurement Lobbying Law Requirements pursuant to State Finance Law §§ 139-j and 139-k**

**Effective January 1, 2006:** Pursuant to State Finance Law §§ 139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between OPWDD and Bidder during the procurement process. A Bidder is restricted from making contact from the earliest Notice of Intent to Solicit Offers through final award and approval of the Procurement Contract by OPWDD and, if applicable, the Office of the State Comptroller (OSC), to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law § 129-j (3) (a). Designated staff, as of the date hereof, is (are) identified in this solicitation.

**The designated contact person is Mike O'Bryan, CMS II; [wny.contracthub@opwdd.ny.gov](mailto:wny.contracthub@opwdd.ny.gov). The Restricted Period for this procurement begins with the date of the advertisement in the NYS Contract Reporter and will end when the NYS Office of the State Comptroller has approved the contract. All contact during the Restricted Period regarding this procurement must be made with the OPWDD designated contact person.**

OPWDD employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award. In the event of two findings within a four-year period, the Bidder is debarred from obtaining governmental Procurement Contracts. Bidders will be informed in writing of any preliminary OPWDD finding of non-responsibility and will be afforded administrative due process prior to a final determination being made.

##### **B. Questions Regarding this Procurement**

All questions regarding this procurement must be submitted in writing, by fax, mail, or e-mail to the contact person listed in Section 2, "Designated Contact Person(s) For Inquiries & Submissions" of this solicitation. Questions that are emailed must be submitted via email address [wny.contracthub@opwdd.ny.gov](mailto:wny.contracthub@opwdd.ny.gov), and should reference the IFB title name and number in the subject line of the email. **Any questions submitted after the date stated in the Section 3, "Timetable of Proposal Due Dates" will not be considered.**

OPWDD will post its official answers to the questions to the New York State Contract Reporter and the OPWDD website by the date indicated in Section 3, "Timetable of Proposal Due Dates".

If a bidder discovers what they believe to be an error in this IFB, they must immediately notify the contact person, indicated in Section 2, "Designated Contact Person(s) for Inquiries & Submissions", of such error and request clarification, correction or modification to this document via email address [wny.contracthub@opwdd.ny.gov](mailto:wny.contracthub@opwdd.ny.gov). All inquiries concerning corrections must reference the IFB title and number in the subject line of the email, and cite the particular bid section and paragraph number in the body of the email. Prospective Bidders should note that any such notice must be given, and all clarification and exceptions including those relating to the term and conditions are to be resolved

prior to the proposal submission deadline. OPWDD shall make IFB modifications and addenda, provided that such modification would not materially benefit or disadvantage any particular bidder.

### C. OPWDD Rights

- (1) OPWDD reserves the right to use any and all ideas presented in any response to the IFB. Selection or rejection of any proposal does not affect this right. OPWDD shall also have unlimited rights to disclose or duplicate, for any purpose whatsoever, all information or other work product developed, derived, documented or furnished by the Bidder under any agreement resulting from this IFB.
- (2) In the event of contract award, all documentation produced as part of the contract will become the exclusive property of OPWDD. OPWDD reserves a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use such documentation and to authorize others to do so.
- (3) OPWDD reserves the right to:
  - a. Reject any or all proposals received in response to this IFB (Invitation For Bid);
  - b. Withdraw the IFB at any time, at the agency's sole discretion;
  - c. Make an award under the IFB in whole or in part;
  - d. Disqualify any Bidder whose conduct or proposal fails to conform to the requirements of this IFB. Selection may also include such issues as past performance;
  - e. Seek clarifications and revisions of proposals ;
  - f. Use proposal information obtained through site visits, management interviews and the State's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the IFB;
  - g. Bidders are cautioned to verify their Bids before submission, as amendments to Bids or requests for withdrawal of Bids received by the Commissioner after the time specified for the Bid opening, may not be considered;
  - h. *Prior to the bid opening*, amend the IFB specifications to correct errors or oversights, or to supply additional information, as it becomes available;
  - i. *Prior to the bid opening*, direct bidders to submit proposal modifications addressing subsequent IFB amendments;
  - j. Change any of the scheduled dates, including start dates, stated herein upon notice to the Bidders;
  - k. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
  - l. Waive any requirements that are not material;
  - m. Negotiate with the successful bidder within the scope of the IFB in the best interests of the state;
  - n. Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder;
  - o. Utilize any and all ideas submitted in the proposals received;
  - p. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 60 days from the bid opening; and,
  - q. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete



understanding of an offeror's proposal and/or to determine an offeror's compliance with the requirements of the solicitation.

#### **D. Incurred Costs**

The State of New York shall not be liable for any costs incurred by a Bidder in the preparation and production of a proposal. Any work performed prior to the issuance of a fully executed contract or delivery of an order by OPWDD to the Contractor will be done only to the degree the Contractor voluntarily assumes the risk of nonpayment.

#### **E. Content of Proposals**

To be considered responsive, a Bidder should submit complete proposals that satisfy all the requirements stated in this IFB. Proposals that do not include the listed required forms may be rejected as nonconforming.

#### **F. Period of Validity**

Each Bidder's Proposal must include a statement as to the period during which the provisions of the proposal will remain valid. All elements of the bid and proposal shall remain in effect for a minimum of 180 days.

#### **G. Public Information Requirements / Confidentiality / Publication Rights**

- (1) All the proposals upon submission will become the property of OPWDD. Materials/documents produced by the Contractor in the fulfillment of its obligations under contract with OPWDD become the property of OPWDD unless prior arrangements have been made with respect to specific documents.
- (2) OPWDD will have the right to disclose all or any part of a proposal to public inspection based on its determination of what disclosure will serve the public interest. Upon approval of the contract by OSC, all terms of the contract become available to the public.
- (3) Prospective Bidders are further advised that, except for trade secrets and certain personnel information (both of which OPWDD has reserved the right to disclose), all parts of proposals must ultimately be disclosed to those members of the general public making inquiry under the New York State Freedom of Information Law (NYS Public Officers Law article 6) although proposal contents cannot ordinarily be disclosed by OPWDD prior to bid award.
  - a. Should a Bidder wish to request exception from public access to information contained in its proposal, the Bidder must specifically identify the information and explain in detail why public access to the information would be harmful to the Bidder. Use of generic trade secret legends encompassing substantial portions of the proposal or simple assertions of trade secret interest without substantive explanation of the basis therefore will be regarded as non-responsive requests for exception from public access will not be considered by OPWDD in the event of a Freedom of Information request for proposal information is received.
- (4) The bidder and OPWDD agree that all communications, until the effective date of the contract, shall be made in confidence, shall be used only for purposes of the contract, and that no

information shall be disclosed by the recipient party except as required by Federal or State law.

- (5) The bidder shall treat all information, in particular information relating to OPWDD service recipients and providers, obtained by it through its performance under contract, as confidential information, to the extent that confidential treatment is provided under New York State and Federal law, and shall not use any information so obtained in any manner except as necessary to the proper discharge of its obligations and securement of its rights hereunder. Bidder is responsible for informing its employees of the confidentiality requirements of this agreement.
- (6) The Contractor may not utilize any information obtained via interaction with OPWDD in any public medium (media - radio, television), (electronic-internet), (print-newspaper, policy paper, journal/ periodical, book, etc.) or public speaking engagement without the official prior approval of OPWDD Senior Management. Contractors bear the responsibility to uphold these standards rigidly and to require compliance by their employees and subcontractors. Requests for exemption to this policy shall be made in writing, at least 14 days in advance, to OPWDD Contract Management Unit, 44 Holland Avenue (3rd Floor), Albany, New York 12229.

#### **H. Notice of Award, Debriefing and Bid Protests**

- (1) The successful Bidder or its agent shall not make any news releases or any other disclosure relating to this contract award without the explicit approval of OPWDD.
- (2) OPWDD will notify all unsuccessful Bidders, at or about the time of bid award, of the fact that their proposals were not selected. Each unsuccessful Bidder may at that time request a debriefing by OPWDD as to why its proposal was not selected. The scope of such debriefings will ordinarily be limited to the strengths and weaknesses of the individual Bidder's proposal unless the contracts resulting from this procurement have been approved by OSC.
- (3) Bidders wishing to file protest of the awarding of a bid(s) must notify OPWDD, in writing, of their intent to protest the award within ten (10) working days of their receipt of notice of non-award. The protest should identify the name and number of the IFB and the award date; indicate the bidder's interpretation as to why they feel they were denied the award (i.e., summarize the deficiencies identified during the debriefing) and state their justification for the bid protest. Bid protests must be mailed to OPWDD, Contract Management Unit, 44 Holland Avenue, 3<sup>rd</sup> Floor, Albany, New York 12229-0001.

#### **I. Affirmative Action**

- (1) OPWDD is in full accord with the aims and effort of the State of New York to promote equal opportunity for all persons and to promote equality of economic opportunity for minority group members and women who own business enterprises, and to ensure there are no barriers, through active programs, that unreasonably impair access by Minority and Women-Owned Business Enterprises (M/WBE) to State contracting opportunities. OPWDD encourages business that are minority or woman owned, to become certified with Empire State Development.
- (2) Prospective Bidders to this IFB are subject to the provisions of Executive Law article 15-A and regulations issued there under.

- (3) Any contract in the amount of \$25,000 or more which is awarded as a result of this IFB will be subject to all applicable State and Federal regulations, laws, executive orders and policies regarding affirmative action and equal employment opportunities.
- (4) All awardees are required to comply with OPWDD's Minority and Woman-Owned Business Enterprises (M/WBE) policy. For details on requirements and procedures, including documentation required for this solicitation, please refer to the Appendix A-Supplement.

#### **J. Prime Contractor's Responsibility**

In the event the selected Bidder's proposal includes services provided by another firm, it shall be mandatory for the selected Bidder to assume full responsibility for the delivery for such items offered in the proposal. Should the selected Bidder seek external financing, the State reserves the right to approve the assignment of the contract for financing purposes. In any event, OPWDD will contract only with a Bidder, not the Bidder's financing institution or subcontractors. OPWDD reserves the right to review and approve all potential subcontractors. For subcontracts valued at \$100,000 and over, the subcontractors must demonstrate financial integrity and stability. In these instances, the subcontractor must complete and execute a Vendor Responsibility Questionnaire. OPWDD shall consider the selected Bidder to be the sole responsible contact with regard to all provisions of the contract resulting from this IFB.

#### **K. Public Officer's Law Requirements**

All Bidders and their employees must be aware of and comply with the requirements of the New York State Public Officers Law, and all other appropriate provisions of New York State Law and all resultant codes, rules and regulations from State laws establishing the standards for business and professional activities of State employees and governing the conduct of employees of firms, associations and corporations in business with the State, and for applicable Federal laws and regulations of similar intent. In signing the proposal, each Bidder guarantees knowledge and full compliance with those provisions for any dealings, transactions, sales, contracts, services, offers, relationships, etc. involving the State and/or State employees. Failure to comply with those provisions may result in disqualification from the bidding process and in other civil or criminal proceedings as may be required or permitted by law. Public Officers' Law § 73 bars former State officers and employees from appearing, practicing, or rendering any services for compensation in relation to any matter before their former State agency for a period of two years from their date of termination. Additionally, there is a permanent bar against any such activity before any state agency in relation to any case, application, proceeding or transaction with which such officer or employee was directly concerned and personally participated or which was under his/her active consideration.

#### **L. Omnibus Procurement Act**

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors, and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from the Department of Economic Development, Division for Small Business, Albany, New York 12245, Tel. 518.292.5100, Fax: 518.292.5884, email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov).

A directory of certified minority and women-owned business enterprises is available from the NYS Department of Economic Development, Minority and Women's Business Development Division, 633 Third Avenue, New York, New York 10017, Tel. 212.803.2414, email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov) website: <http://esd.ny.gov/MWBE/directorySearch.html>

#### **M. Contract Execution**

Awards are not final and the resultant contract is not considered executed and binding until approved by the New York State's Attorney General and Office of State Comptroller (OSC).

#### **N. Vendor Responsibility Questionnaire**

State agencies are required under State Finance Law § 163 (3) (a) (ii), to ensure that contracts are awarded to responsible vendors. Such requirements include, but are not limited to, the Bidder's qualifications, financial stability, and integrity. Although the Vendor Responsibility Questionnaire is required for contract \$100,000 and over, OPWDD is requiring a complete Vendor Responsibility Questionnaire with your bid proposal as the contract resulting from this procurement could be valued at over \$100,000. Vendors/not-for-profit provider agencies are able to file the Vendor Responsibility Questionnaire (VRQ) online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep).

#### **O. Health Information Portability and Accountability Act (HIPAA)**

The Federal Department of Health and Human Services (HHS) established HIPAA Standards for Privacy of Individually Identifiable Health Information (The Privacy Rule). The Privacy Rule (45 CFR Part 160 and Subparts A and E of Part 164) provides the first comprehensive federal protection for the privacy of health information. The Privacy Rule is carefully balanced to provide strong privacy protections that do not interfere with patient access to, or the quality of, health care delivery. HIPAA has an impact upon how OPWDD and contractors will deal with protected health information of our consumers. Likewise, State Mental Hygiene Law § 33.13 requires disclosure of clinical records to be limited to that information necessary for health care providers to administer treatment.

#### **P. General Duties and Additional Responsibilities**

Maintain a level of cooperation with OPWDD necessary for the proper performance of all contractual responsibilities. Agree that no aspect of bidder performance under the Agreement will be contingent upon State personnel, or the availability of State resources, with the exception of all proposed actions of the bidder specifically identified in the Agreement as requiring OPWDD's approval, policy decisions, policy approvals, exceptions stated in the Agreement or the normal cooperation which can be expected in such a contractual relationship or the equipment agreed to by OPWDD as available for the project completion. Cooperate fully with any other contractor that may be engaged by OPWDD. Agree to meet periodically with OPWDD representatives to resolve issues and problems. Recognize and agree that any and all work performed outside the scope of the Agreement or without consent of OPWDD shall be deemed by OPWDD to be gratuitous and not subject to charge by the bidder.

**Q. NYS Information Security Breach and Notification Act (NYS Technology Law, § 208)**

“Contractor shall comply with the provisions of New York State Information Security Breach and Notification Act (General Business Law § 889-aa; State Technology Law § 208). Contractor’s negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor’s agents, officers, employees, or subcontractors.”

The “New York State Information Security Breach and Notification Act” requires entities that conduct business with New York State and own or license “private” data to notify state residents affected by any security breach that results in unauthorized acquisition of the data. “Private” data is defined as unencrypted computerized information that can identify the individual, combined with one of the following data elements: (a) social security number, (b) driver’s license or non-driver identification number” or (c) financial account information such as credit card or debit cards numbers in combination with access codes or PIN numbers. (Private data is considered unencrypted when either identifying information or the data element is not encrypted or is encrypted with a key that has been acquired).

The Act authorizes the State Attorney General to sue a business violating the statute in order to recover damages for actual costs or losses, including consequential financial losses incurred by persons entitled to notification. If a business engages in knowing or reckless violations, the court can impose a civil penalty of the greater of \$5,000 or \$10 per instance of failed notification up to \$150,000. The remedies provided by this section shall be addition to any lawful remedy available, possibly permitting private actions.

**R. Nondiscrimination in Employment in Northern Ireland: MacBride Fair Employment Principles**

In accordance with State Finance Law § 165, the bidder, by submission of this bid certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the bidder interest has no business operations in Northern Ireland. If the bidder or any of its aforementioned affiliations has business operations in Northern Ireland, then they shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of their compliance with such Principles.

**S. Bidder’s Certification of Compliance with State Finance Law § 139-k (5)**

In accordance with New York State Finance Law § 139-k (5), the bidder, by submission of this bid certifies that they are subject to the provisions of State Finance Law § 139-k and 139-j and all information provided to OPWDD with respect to State Finance Law § 139-k is complete, true, and accurate.

**T. Bidder’s Affirmation of Understanding of and Agreement pursuant to State Finance Law § 139-j (3) and § 139-j (6) (b)**

The bidder, by submission of this bid certifies that it understands and agrees to comply with the procedures of OPWDD as it relates to permissible contracts as required by State Finance Law § 139-j (3) and § 139-j (6) (b).

**U. Bidder Disclosure of Prior Non-Responsibility Determinations**

New York State Finance Law § 139-k (2) obligates the OPWDD CNYDDSOO to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law § 139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law § 163(9). In accordance with State Finance Law § 139-k, bidders must disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law § 139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. State Finance Law § 139-j sets forth detailed requirements about the restrictions on contacts during the procurement process. A violation of State Finance Law § 139-j includes, but is not limited to, an impermissible contact during the restricted period (e.g., contacting a person or entity other than the designated contact person(s), when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law § 139-k (3) mandates consideration of whether a bidder fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any bidder that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the bidder is necessary to protect public property or public health safety, and that the bidder is the only source capable of supplying the required Article of Procurement within the necessary timeframe. The bidder, by submission of its bid certifies that no government entity has made a finding of non-responsibility regarding the individual or entity seeking to enter into this procurement contract. If the individual or entity has had a finding of non-responsibility due to a violation of State Finance Law § 139-j or due to the intentional provision of false or incomplete information submitted to a government entity, then the said individual or entity must provide a detailed statement regarding the finding.

Additionally, the bidder by submission of its bid certifies that no government entity has ever terminated or withheld a procurement contract from the individual or entity seeking to enter into this procurement contract due to the intentional provision of false or incomplete information. If the individual or entity has been terminated or withheld from a procurement contract, then said individual or entity must provide a detailed statement regarding the finding.

**V. Non-Collusive Bidding Certification**

In accordance with State Finance Law § 139-d, the bidder by submission of this bid certifies that they and each person signing on behalf of the bidder certifies, and in the case of joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

1. The prices in this proposal have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor, and
2. Unless otherwise required by law, the prices which have been quoted in this proposal 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 proposal for the purpose of restricting competition.

#### **W. Public Officers Law Certification**

In accordance with Public Officers Law § 73(4)(a)(i) no State employees shall sell any goods or services having a value in excess of twenty-five dollars to any State agency, unless such goods and services are provided pursuant to an award or contract letter after public notice and competitive bidding.

By submission of this bid, the bidder certifies that no employee, owner or individual otherwise associated with the bidder was ever a New York State officer or employee, or if they were ever or currently a New York State officer or employee, their organization pursued and awarded this contract through a competitive bidding process in compliance with the Public Officers Law 73(4)(a)(i).

Public Officers Law § 73(8)(a)(i) provides that no person who has served as a State officer or employee shall, within a period of two years after termination of such service or employment, appear or practice before such State agency or receive compensation for any services rendered by such former officer or employee on behalf of any person, firm, corporation, or association in relation to any case, proceeding, or application or other matter before such agency.

By submission of this bid, the bidder certifies that no employee, owner or individual otherwise associated with the bidder was ever a New York State officer or employee, or they are formerly a New York State officer or employee and any past employment with the State occurred prior to the two year prohibition period and as a result their organization is in compliance with the Public Officers Law (8)(a)(i).

#### **15. Consumer Safety Information**

At OPWDD sites, services are provided for many people with special needs. In many of these locations, there are individuals who exhibit Pica behavior. Pica is a medical disorder characterized by an appetite for largely non-nutritive substances, e.g., cigarette butts, paper, gum, etc. Attention to the sanitation and cleanliness of the areas surrounding their homes, program sites, and residential buildings is very important to the health and safety of those in our care.

It is never proper to litter or discard rubbish or cigarettes on the grounds or along the roads. It is very important to abide by this practice in any OPWDD setting, where someone might be harmed by improper disposal of rubbish and cigarettes.

Located on the grounds of OPWDD sites there are special receptacles for cigarette butt disposal. Contractor employees and subcontractors shall both use these receptacles and throw trash in garbage

cans or dumpsters. Violating this policy is contrary to the health and safety of the people in our care and will not be tolerated.

#### 16. Consultant Disclosure

Effective June 19, 2006, contractors doing business with the State of New York in a "consulting" capacity will be required to file forms disclosing, by employment category, the number of persons employed by them and their subcontractors (if any) as a consulting firm or an individual consultant; the number of hours worked; and the monetary compensation received from the State of New York for work performed by these employees. Reporting will be required via the utilization of two separate forms – "Form A" and "Form B".

In general, however, Form A is to be completed once upon initial contract award and is used to report "planned employment". Form B is required annually and reports on "actual employment figures" for the preceding state fiscal year. The New York State fiscal year commences on April 1<sup>st</sup> and concludes on March 31<sup>st</sup>.

#### 17. Evaluation Criteria: Method of Award

OPWDD will select the responsible and responsive Bidder and **awards will be made on a per lot basis for the total season cost of all sites within each lot. Contractors may bid on any lot(s) they choose and must bid on every site within a lot or the bid will be disqualified. It is not necessary to bid on every lot, only those of interest.** Only proposals judged to be responsive to the submission requirements set forth in this IFB will be evaluated. OPWDD reserves the right to reject any and all offers.

In the event of a tie bid, the contract shall be awarded in order by the following means:

1. If the tie bid involves a New York State firm and one whose principal place of business is outside of the State of New York, preference will be given to the New York State firm.
2. If the tie bid involves a certified Minority or Woman owned business enterprise (MWBE), preference shall be given to the certified MWBE.
3. If tie bids cannot be determined by the above methods, the award will be made by random selection.



## Qualifications & Scope of Work

The following specifications cover Snow Removal Services for OPWDD CNYDDSOO sites located in Herkimer, Lewis, Madison, and Oneida Counties. Site listing with addresses and telephone numbers are included in Exhibit A – 2018 Snow Removal Services Bid Form.

### **SECTION 1.0 - SCOPE OF WORK**

**SNOWPLOWING OF 3" OR MORE OF SNOW ACCUMULATION, SHOVELING/SNOW BLOWING AND NECESSARY DE-ICING WILL BE REQUIRED, 24 HOURS PER DAY, SEVEN DAYS PER WEEK, THROUGHOUT THE SEASON.**

**IN ORDER TO BID, THE CONTRACTOR MUST BE ABLE TO PROVIDE ALL SNOWPLOWING, SHOVELING/SNOW BLOWING AND DE-ICING SERVICES.**

**IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO TAKE THE NECESSARY STEPS TO BE AWARE OF ANY SNOWFALL/DRIFTING/ICING AS IT ACCUMULATES AT EACH SITE ON CONTRACT AND TO BE AT SITE(S) TO PROVIDE SERVICES AS NEEDED.**

### **SNOWPLOWING:**

- 1.1 Contractor shall, without call from OPWDD CNYDDSOO Site staff, conduct snowplowing services at each site on contract to ensure that all areas as noted in Section 3.2 are clear of snow accumulation including drifting. Snow shall be cleared from driveways, parking areas and driveway exits of 3" or more, **at all times**, and especially by the times indicated in Sections 1.3, 1.4 and 1.5.
- 1.2 Driveways, parking areas, and driveway exits are to remain open and at full width and visibility throughout the contract period.
- 1.3 All sites under contract must be cleared of snow accumulation or drifting of 3" or more by 6:00 a.m. seven days per week.
- 1.4 All sites under contract must be cleared of snow accumulation or drifting of 3" or more by 2:30 p.m. seven days per week.
- 1.5 All sites under contract must be cleared of snow accumulation or drifting of 3" or more by 10:30 p.m. seven days per week.
- 1.6 Under no circumstances shall the Contractor move any vehicles, personal or State owned. It is highly recommended that the Contractor call each site 15 minutes prior to arrival to give staff time to move the vehicles. It is to be noted that there may be occasions where staff are unable to move vehicles due to staffing levels. The Contractor is to do the best they can given the circumstances.
- 1.7 Contractor must be available for call-in by the Site Director(s) of the residence(s) covered by this contract if snow accumulation or drifting snow restricts travel on driveways, parking areas or driveway exits. Response time shall be within one (1) hour of call.

- 1.8 Contractor must provide a phone number for accepting calls on a 24 hour - 7 day basis. This must be submitted with the bid and be available throughout the winter season. The Western New York Contract HUB (315-473-2900 or 315-473-6998) must be notified immediately of any phone number changes.

#### SHOVELING/SNOW BLOWING:

- 1.9 Contractor shall, without call from OPWDD CNYDDSOO Site staff, conduct shoveling/snow blowing services at each site to ensure that, but not limited to, all walkways, public walkways, paths, paths to storage sheds, stairs, ramps, and deck paths are clear of snow accumulation including drifting. Walkways or paths may be across non-paved areas (i.e. lawns and/or decks) to allow for emergency egress from the structure to the congregation point. It is the responsibility of the Contractor to know where these paths are required, prior to bidding and to clear these paths along with all other areas of snow removal. **\*\*It is the responsibility of site staff to de-ice the walkways, paths, steps, etc. In addition, it is the responsibility of site staff to shovel the paths to smoking areas.**
- 1.10 Walkways, paths, ramps and decks are to be cleared to the full width of the walk, **36" minimum**, whenever plowing is required or when called by the site staff. All snow that is shoveled to clear any deck path must be removed from the deck.
- 1.11 Shoveling/snow blowing is to be included in the per-plow cost and must be completed each and every time a plow is required.

#### DE-ICING OF DRIVEWAYS, DRIVEWAY EXITS AND PARKING AREAS:

- 1.12 **Only when requested/approved by OPWDD CNYDDSOO site staff or the Western New York Contract HUB staff**, the Contractor shall conduct de-icing services, i.e., salting/sanding/calcium chloride, to driveways, driveway exits, and all parking areas within one (1) hour of call unless Contractor is already on site to provide services.
- 1.13 De-icing agents must be applied with a spreader to ensure even distribution and coverage.
- 1.14 De-icing agents shall be supplied by the Contractor for the driveways, driveway exits and parking areas.
- 1.15 All de-icing must be approved by a OPWDD CNYDDSOO site staff prior to services being completed in order for payment to be made. The Service Slip must be notated and/or signed with the name of the staff person that requested the service.
- 1.16 De-icing at the time of plow or as called back for just de-icing will be paid at the same rate.
- 1.17 **De-icing is included in the contract and should be billed with the monthly plowing services, but notated separately, clearly billed "snowplowing" and "de-icing"**
- 1.18 It is the responsibility of the site staff to salt/de-ice all sidewalks, paths, emergency exits, deck paths, paths to smoking areas, etc. The cost for the de-icing agent for these areas is the responsibility of the site.

**SECTION 2.0 - SERVICE SLIPS**

- 2.1 The Contractor must complete a Service Slip after any service is completed, for each site visited. Service Slips are to be left in a pre-determined location at each site. This location will be discussed with site staff once contracts are awarded.
- 2.2 The Service Slip is attached as Exhibit B.
- 2.3 The Service Slip is to be copied by the Contractor, as needed.
- 2.4 The Service Slip is the only authorized form to be used as verification of service to ensure payment.

**SECTION 3.0 - SPECIAL CONDITIONS**

- 3.1 The method of snowplowing, all equipment used, and the plan of action shall be that of the Contractor. The basic movement and/or plowing of snow shall be done according to Contractor's planning. However, the following guidelines must be adhered to at all times:
  - A. Snow shall not be pushed against houses, vehicles, buildings, building entranceways, sidewalks, exit doors, fire hydrants, trash receptacles, garage doors, shrubbery, trees, or emergency generators.
  - B. Snow accumulation must remain clear in the area leading to the roadside mailbox at all times.
  - C. Contractor must clear snow away from fire hydrants allowing for easy access for fire officials.
  - D. Banking of snow shall be limited in height to not restrict visibility at the entrance to the roadway.
  - E. Care must be taken not to damage or push snow on adjoining properties.
  - F. Snow and ice must be removed from all exits to allow exit doors to be opened.
  - G. Snow shall not be placed where it blocks public walks.
  - H. Contractor may mark the areas of work with devices visible during winter conditions.
  - I. Contractor shall use amber revolving warning/strobe lights at all times.
  - J. It is the responsibility of the Contractor to understand all site requirements.**
  - K. The Contractor may plow back from the edge of the asphalt a distance to allow plowing through the balance of the season.

**SECTION 4.0 – PRE-EXISTING DAMAGE**

- 4.1 Once awarded a contract, the Contractor shall visit each site covered by the contract. This visit will be conducted early in the fall with the express purpose of identifying any pre-existing lawn, tree, or property damage and to clearly familiarize the Contractor with the areas that require plowing and shoveling/snow blowing.
- 4.2 It is the responsibility of the successful Contractor to immediately identify pre-existing damage and notify the Central New York DDSOO Business Office 315-336-2300 X216 of the pre-existing damage prior to the start of the snow plow season. Failure to do so prior to the beginning of the snow plow season could result in the Contractor being responsible to make repair of prior damage or risk losing payment.

**SECTION 5.0 – SNOWPLOW DAMAGE**

- 5.1 Contractor will use extreme care regarding his operations, to prevent unnecessary damage to property, appurtenances and neighboring properties.
- 5.2 Only qualified operators and proper equipment will be used, along with special efforts to prevent abuse and damage to surfaces of paved roads, walks, curbs, barriers, landscape effects or grass areas. Contractor will employ the use of "plow shoes" on gravel or unpaved areas.
- 5.3 The snow plow Contractor is responsible for snow plow damage to lawns, shrubs and other OPWDD Central New York DDSOO property as well as any damage to neighboring properties. If damage occurs, it is expected that the Contractor will repair by replacing sod, top soil and seed around perimeter of sod **or** use screened top soil, seed, and Penn mulch, re-rake and roll, to return area to pre-damage condition. Final payment of the season will not be made until the Business Office is notified that all damage has been repaired. The Contractor is to submit a completed Exhibit C – Snow Plow Damage Form, with the Site Director or designee's signature, and attach to their final invoice for the season whether there is damage or not. However, Contract Management Unit Field Staff have authority to supersede the sign off by site staff if they feel damage has not been satisfactorily repaired.
- 5.4 The snow plow Contractor must complete all snow plow damage repairs by **April 30<sup>th</sup> of the calendar year**. If the repairs are not completed by April 30<sup>th</sup>, the OPWDD Western New York Contract HUB may find an alternative Contractor to complete the repairs. The cost for these repairs will be billed to the snow plow Contractor that caused the damage. Failure to complete the snow plow damage repairs by April 30<sup>th</sup> may affect payment, cause possible charge backs to the Contractor, and have an effect on continuation of the snow plow contract.
- 5.5 The final invoice for the season must be submitted by May 15<sup>th</sup> with the completed Exhibit C - Snow Plow Damage Form or we cannot guarantee payment will be made.
- 5.6 The Contractor must notify the Site Director/Designee immediately in the event of causing damage to OPWDD property, i.e., buildings, sheds, paved areas, or the property of neighbors adjoining OPWDD property. The Contractor will be required to repair/replace damaged property within 30 days after weather permits. If the damage is not satisfactorily repaired within 30 days after weather permits, the OPWDD shall have the repairs made and will bill the Contractor or reduce payment for the total cost incurred as a part of the OPWDD's repair effort.

- 5.7 If the Contractor causes damage to a staff or a state vehicle, the Contractor must notify the Site Director and the Western New York Contract HUB immediately, or in the event it happened after hours, as soon as possible the next business day. The Contractor will be responsible to report the damage to their private insurance company and exchange insurance information with the staff person if it was a personal vehicle.

#### **SECTION 6.0 – SPRING CLEAN-UP**

- 6.1 After the plowing season and prior to April 30th of each calendar year, all driveways and parking areas are to be swept and cleared of all debris (sand/salt, dirt, etc.).

#### **SECTION 7.0 –SNOW BANK PUSH BACK AND SNOW REMOVAL FROM SITE**

- 7.1 Only the CNYDDSOO Business Office staff, or their designee, may authorize snow removal with heavy equipment and the push back of snow banks, etc. These services will be considered outside the contract and must be billed separately.
- 7.2 Snow bank push back and snow removal from site will be approved by the Business Office on a case by case basis. The site's current Contractor will be asked if interested in providing a quote.
- A. If the site Contractor decides to provide a quote, and is awarded the work, (s)he will be responsible for all plow damage repairs at the end of the season, including any that may occur due to the snow movement process.
- B. If the snow plow Contractor decides not to provide these services and another Contractor is procured, safeguards will be put into place to clearly outline each Contractor's responsibilities in case there is substantial damage caused by another Contractor. It will be the responsibility of the other Contractor to repair any damage caused by his/her services.

(Revised 5/14/18)

**EXHIBIT A – 2018 SNOW REMOVAL SERVICES BID FORM**

Date of Bid: \_\_\_\_\_ OPENED ON: July 16, 2018 @ 2:00 p.m.

**SUBJECT:** Snow Removal services at OPWDD Central New York Developmental Disabilities State Operations Office sites located in Herkimer, Lewis, Madison, and Oneida Counties.

**AT:** OPWDD Western NY Contract HUB  
187 Northern Concourse, North Syracuse, NY 13212

I/We, the undersigned, having read the attached specifications and Invitation for Bid, submit the following bid:

***“To provide Snow Removal Services for OPWDD Central New York DDSOO sites located in Herkimer, Lewis, Madison, and Oneida Counties, according to the specific language of the IFB and “Qualifications & Scope of Work”.”***

Awards will be based on the lowest total annual cost per Lot resulting from the calculation of the bidder’s cost per snow plow amount multiplied by the estimated number of plows (estimated at 50 per season) plus the cost per de-icing amount multiplied by the estimated number of de-icing services (estimated at 10 per season). **The estimated number of plows and de-icing services are not to be construed as actual numbers.** Services are to be provided on an as needed basis only and payment for services will only be made for the amount of needed plows and approved de-icing services as required in “Qualifications and Scope of Work”. All mathematical calculations will be checked for accuracy and corrected, if necessary, by the OPWDD Western New York Contract HUB.

Awards will be made on a per lot basis for the total season cost of all sites within each lot. Contractors may bid on any lot(s) they choose and **must bid on every site within a lot or the bid will be disqualified.** IT IS NOT NECESSARY TO BID ON EVERY LOT, ONLY THOSE OF INTEREST.

The bid(s) will be awarded to the lowest responsible bidder(s), as submitted on Exhibit A – 2018 Snow Removal Services Bid Form, who can demonstrate to the satisfaction of the OPWDD Central New York DDSOO staff that the Contractor has the manpower and equipment to successfully carry out the requirements for which the award includes.

All mathematical computations will be checked and corrections will be made and will be the basis of the award(s). The bid price is to cover the cost of furnishing all of said services, travel time, mileage, materials, equipment, supplies, labor, and all other ancillary costs to the satisfaction of the agency and the performance of all work set forth in the specifications.

The bids **must be received by 2:00 p.m. on July 16, 2018** at the OPWDD Western NY Contract HUB, 187 Northern Concourse, North Syracuse, NY 13212. ORIGINAL SIGNATURES ARE REQUIRED ON EXHIBIT A – 2018 SNOW REMOVAL SERVICES BID FORM WHERE NOTED. Faxed and photocopied bids will not be allowed and will be disqualified.

OPWDD reserves the right to reject any and all bids submitted on the Exhibit A – 2018 Snow Removal Services Bid Form, pgs. 22-35.

**EXHIBIT A – 2018 SNOW REMOVAL SERVICES BID FORM**

Herkimer County Lot 1	*Column A		*Column B			Total Seasonal Cost (Site Column Total A+B)
	A) Est # of Plows		A) Price per Snow Plow	B) Est # of De-icings		
Frankfort DH 120 Elizabeth Street Frankfort, NY 13340 315-894-5095	50	X		10	X	
	Total(A)=			Total (B) =		
Schuyler IRA 3717 State Route 5 Frankfort, NY 13340 315-894-5632	50	X		10	X	
	Total(A)=			Total (B) =		
<b>Total Lot 1</b>						<b>\$</b>

**Please complete the following:**

\_\_\_\_\_  
Contractor/Bidder Signature \_\_\_\_\_  
Print Name & Title

This bid is valid for \_\_\_\_\_ days (Bids shall be valid for not less than 180 days)

Name of Company: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Employer ID (EIN) or Social Security Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

**EXHIBIT A – 2018 SNOW REMOVAL SERVICES BID FORM**

Herkimer County Lot 2	*Column A			*Column B			Total Seasonal Cost (Site Column Total A+B)
	A) Est # of Plows		A) Price per Snow Plow	B) Est # of De-icings		B) Price per De-icing	
Mohawk Street IRA 223 Mohawk Street Herkimer, NY 13350 315-866-5042	50	X		10	X		
Total(A)=			Total(B) =				
Oldfield IRA 226 Oldfield Drive Herkimer, NY 13350 315-866-7659	50	X		10	X		
Total(A)=			Total(B) =				
Park Ave IRA 403 Park Avenue Herkimer, NY 13350 315-866-0041	50	X		10	X		
Total(A)=			Total(B) =				
Towpath IRA 15 N. Washington Street Mohawk, NY 13407 315-866-6031	50	X		10	X		
Total(A)=			Total(B) =				
W. River (Ilion IRA) 46 W. River Drive Ilion, NY 13357 315-894-3064	50	X		10	X		
Total(A)=			Total(B) =				

**Total Lot 2        \$ \_\_\_\_\_**

**Please complete the following:**

\_\_\_\_\_  
Contractor/Bidder Signature

\_\_\_\_\_  
Print Name & Title

This bid is valid for \_\_\_\_\_ days (Bids shall be valid for not less than 180 days)

Name of Company:

Date:

Address:

Phone Number:

Employer ID (EIN) or  
Social Security Number:

Email Address:



**EXHIBIT A – 2018 SNOW REMOVAL SERVICES BID FORM**

Herkimer County Lot 3	*Column A			*Column B			Total Seasonal Cost (Site Column Total A+B)
	A) Est # of Plows		A) Price per Snow Plow	B) Est # of De-icings		B) Price per De-icing	
Burwell St IRA 11 Burwell Street Little Falls, NY 13365 315-823-3302	50	X		10	X		
Total (A) =			Total (B) =				
Little Falls IRA w/ Lot 10 Prospect Street Little Falls, NY 13365 315-823-2484	50	X		10	X		
Total (A) =			Total (B) =				
Top Notch 31 Top Notch Drive Little Falls, NY 13365 315-823-1095	50	X		10	X		
Total (A) =			Total (B) =				

**Total Lot 3** \$ \_\_\_\_\_

Herkimer County Lot 4	*Column A			*Column B			Total Seasonal Cost (Site Column Total A+B)
	A) Est # of Plows		A) Price per Snow Plow	B) Est # of De-icings		B) Price per De-icing	
Albany St IRA 2822 Albany Street Frankfort, NY 13340 315-797-6277	50	X		10	X		
Total (A) =			Total (B) =				

**Total Lot 4** \$ \_\_\_\_\_

**Please complete the following:**

\_\_\_\_\_  
Contractor/Bidder Signature Print Name & Title

This bid is valid for \_\_\_\_\_ days (Bids shall be valid for not less than 180 days)

Name of Company: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Employer ID (EIN) or Social Security Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

**EXHIBIT A – 2018 SNOW REMOVAL SERVICES BID FORM**

Herkimer County Lot 5	*Column A		*Column B			Total Seasonal Cost (Site Column Total A+B)
	A) Est # of Plows		A) Price per Snow Plow	B) Est # of De-icings		
Dolgeville IRA 27 VanBuren Street Dolgeville, NY 13329 315-429-3136	50	X		10	X	
	Total (A) =			Total (B) =		
Sullivan St IRA 75 Sullivan Street Dolgeville, NY 13329 315-429-8715	50	X		10	X	
	Total (A) =			Total (B) =		

**Total Lot 5      \$**

---

**Please complete the following:**

---

**Contractor/Bidder Signature** **Print Name & Title**

This bid is valid for \_\_\_\_\_ days (Bids shall be valid for not less than 180 days)

---

**Name of Company:** **Date:**

---

**Address:** **Phone Number:**

---

**Employer ID (EIN) or  
Social Security Number:** **Email Address:**

---

**EXHIBIT A – 2018 SNOW REMOVAL SERVICES BID FORM**

Lewis County Lot 6	*Column A			*Column B			Total Seasonal Cost (Site Column Total A+B)
	A) Est # of Plows		A) Price per Snow Plow	B) Est # of De-icings		B) Price per De-icing	
Castorland DH 4888 State Route 410 Castorland, NY 13620 315-376-4292	50	X		10	X		
	Total (A) =			Total (B) =			
High Street IRA 9502 Church Street Castorland, NY 13620 315-376-4378	50	X		10	X		
	Total (A) =			Total (B) =			
Lowville IRA 5331 Dayan Street Lowville, NY 13367 315-367-6808	50	X		10	X		
	Total (A) =			Total (B) =			
Route 410 IRA 4898 State Route 410 Castorland, NY 13620 315-376-4381	50	X		10	X		
	Total (A) =			Total (B) =			

**Total Lot 6**      \$ \_\_\_\_\_

**Please complete the following:**

\_\_\_\_\_ Contractor/Bidder Signature      \_\_\_\_\_ Print Name & Title

This bid is valid for \_\_\_\_\_ days (Bids shall be valid for not less than 180 days)

Name of Company: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Employer ID (EIN) or Social Security Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

**EXHIBIT A – 2018 SNOW REMOVAL SERVICES BID FORM**

Madison County Lot 7	*Column A			*Column B			Total Seasonal Cost (Site Column Total A+B)
	A) Est # of Plows		A) Price per Snow Plow	B) Est # of De-icings		B) Price per De-icing	
Catherine St IRA 105 Catherine Street Chittenango, NY 13037 315-687-7297	50	X		10	X		
Total (A) =			Total (B) =				
Circle Dr IRA 106 Circle Drive Canastota, NY 13032 315-697-2452	50	X		10	X		
Total (A) =			Total (B) =				
Jay St IRA 100 Jay Street Chittenango, NY 13037 315-687-9091	50	X		10	X		
Total (A) =			Total (B) =				

**Total Lot 7**      \$ \_\_\_\_\_

Madison County Lot 8	*Column A			*Column B			Total Seasonal Cost (Site Column Total A+B)
	A) Est # of Plows		A) Price per Snow Plow	B) Est # of De-icings		B) Price per De-icing	
Hamilton Rd IRA 7545 Hamilton Road Hamilton, NY 13346 315-824-1590	50	X		10	X		
Total (A) =			Total (B) =				
College St IRA 99 College St Hamilton, NY 13346 315-824-4920	50	X		10	X		
Total (A) =			Total (B) =				
Callahan Dr IRA 12 Callahan Drive Morrisville, NY 13408 315-684-3956	50	X		10	X		
Total (A) =			Total (B) =				

**Total Lot 8**      \$ \_\_\_\_\_

**Please complete the following:**

\_\_\_\_\_  
Contractor/Bidder Signature

\_\_\_\_\_  
Print Name & Title

This bid is valid for \_\_\_\_\_ days (Bids shall be valid for not less than 180 days)

**EXHIBIT A – 2018 SNOW REMOVAL SERVICES BID FORM**

Oneida County Lot 9	*Column A			*Column B			Total Seasonal Cost (Site Column Total A+B)
	A) Est # of Plows		A) Price per Snow Plow	B) Est # of De-icings		B) Price per De-icing	
Bridge Street DH 5635 State Route 31 Verona, NY 13478 315-363-9253	50	X		10	X		
	Total (A) =			Total (B) =			
Pexton St IRA 205 Pexton Street Sherrill, NY 13461 315-363-8140	50	X		10	X		
	Total (A) =			Total (B) =			
Route 5 IRA 5121 State Route 5 Vernon, NY 13476 315-829-4430	50	X		10	X		
	Total (A) =			Total (B) =			
Route 31 IRA 4647 Verona Street Vernon, NY 13476 315-829-3817	50	X		10	X		
	Total (A) =			Total (B) =			
<b>Total Lot 9</b>							<b>\$</b>

**Please complete the following:**

\_\_\_\_\_  
Contractor/Bidder Signature

\_\_\_\_\_  
Print Name & Title

This bid is valid for \_\_\_\_\_ days (Bids shall be valid for not less than 180 days)

\_\_\_\_\_  
Name of Company:

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

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

\_\_\_\_\_  
Phone Number:

\_\_\_\_\_  
Employer ID (EIN) or  
Social Security Number:

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



**EXHIBIT A – 2018 SNOW REMOVAL SERVICES BID FORM**

Oneida County Lot 11	*Column A			*Column B			Total Seasonal Cost (Site Column Total A+B)
	A) Est # of Plows		A) Price per Snow Plow	B) Est # of De-icings		B) Price per De-icing	
Cornwall Ave IRA 101 Cornwall Avenue Utica, NY 13502 315-735-2394	50	X		10	X		
	Total (A) =			Total (B) =			
French Rd IRA 315 French Road Utica, NY 13502 315-733-6040	50	X		10	X		
	Total (A) =			Total (B) =			
Hillcrest IRA 960 Hillcrest Avenue Utica, NY 13502 315-724-0269	50	X		10	X		
	Total (A) =			Total (B) =			
Kenyon Court IRA 1 Kenyon Court Utica, NY 13501 315-735-4619	50	X		10	X		
	Total (A) =			Total (B) =			
<b>Total Lot 11</b>							<b>\$</b>

**Please complete the following:**

\_\_\_\_\_  
Contractor/Bidder Signature \_\_\_\_\_  
Print Name & Title

This bid is valid for \_\_\_\_\_ days (Bids shall be valid for not less than 180 days)

Name of Company: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Employer ID (EIN) or Social Security Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

**EXHIBIT A – 2018 SNOW REMOVAL SERVICES BID FORM**

Oneida County Lot 12	*Column A			*Column B			Total Seasonal Cost (Site Column Total A+B)
	A) Est # of Plows		A) Price per Snow Plow	B) Est # of De-icings		B) Price per De-icing	
Derbyshire IRA 2 Derbyshire Place Utica, NY 13501 315-738-1844	50	X		10	X		
Total (A) =			Total (B) =				
Kemble Street IRA 1625 Kemble Street Utica, NY 13501 315-724-0205	50	X		10	X		
Total (A) =			Total (B) =				
York Street IRA 1530 York Street Utica, NY 13502 315-724-0161	50	X		10	X		
Total (A) =			Total (B) =				

**Total Lot 12      \$ \_\_\_\_\_**

Oneida County Lot 13	*Column A			*Column B			Total Seasonal Cost (Site Column Total A+B)
	A) Est # of Plows		A) Price per Snow Plow	B) Est # of De-icings		B) Price per De-icing	
Powell Rd IRA 10171 Powell Road Holland Patent, NY 13354 315-865-6458	50	X		10	X		
Total (A) =			Total (B) =				

**Total Lot 13      \$ \_\_\_\_\_**

**Please complete the following:**

\_\_\_\_\_  
Contractor/Bidder Signature

\_\_\_\_\_  
Print Name & Title

This bid is valid for \_\_\_\_\_ days (Bids shall be valid for not less than 180 days)

Name of Company:

Date:

Address:

Phone Number:

Employer ID (EIN) or  
Social Security Number:

Email Address:



**EXHIBIT A – 2018 SNOW REMOVAL SERVICES BID FORM**

Oneida County Lot 14	*Column A			*Column B			Total Seasonal Cost (Site Column Total A+B)
	A) Est # of Plows		A) Price per Snow Plow	B) Est # of De-icings		B) Price per De-icing	
Cosby Manor Rd IRA 10470 Cosby Manor Rd. Utica, NY 13502 315-792-3607	50	X		10	X		
	Total (A) =			Total (B) =			
Morris Rd IRA 6262 Morris Road Marcy, NY 13403 315-732-5492	50	X		10	X		
	Total (A) =			Total (B) =			
Westmoreland IRA 8651 Westmoreland Rd Whitesboro, NY 13492 315-736-4942	50	X		10	X		
	Total (A) =			Total (B) =			

**Total Lot 14      \$ \_\_\_\_\_**

Oneida County Lot 15	*Column A			*Column B			Total Seasonal Cost (Site Column Total A+B)
	A) Est # of Plows		A) Price per Snow Plow	B) Est # of De-icings		B) Price per De-icing	
Holman City Rd IRA 9674 Holman City Road Sauquoit, NY 13456 315-839-5396	50	X		10	X		
	Total (A) =			Total (B) =			
Oneida - Sup Apt 30 3889 Oneida Street New Hartford, NY 13413 315-737-5099	50	X		10	X		
	Total (A) =			Total (B) =			

**Total Lot 15      \$ \_\_\_\_\_**

**Please complete the following:**

\_\_\_\_\_ Contractor/Bidder Signature \_\_\_\_\_ Print Name & Title

This bid is valid for \_\_\_\_\_ days (Bids shall be valid for not less than 180 days)

Name of Company: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

**EXHIBIT A – 2018 SNOW REMOVAL SERVICES BID FORM**

Oneida County Lot 16	*Column A			*Column B			Total Seasonal Cost (Site Column Total A+B)
	A) Est # of Plows		A) Price per Snow Plow	B) Est # of De-icings		B) Price per De-icing	
Spencer IRA w/ Lot 5919 Old Oneida Road Rome, NY 13440 315-336-1504	50	X		10	X		
	Total (A) =			Total (B) =			
IRA #1 5974 Old Oneida Road Rome, NY 13440 315-337-0173	50	X		10	X		
	Total (A) =			Total (B) =			
Lot located on right of IRA #1	50	X		10	X		
	Total (A) =			Total (B) =			
IRA #2 5958 Old Oneida Road Rome, NY 13440 315-533-6736	50	X		10	X		
	Total (A) =			Total (B) =			
IRA #3 5946 Old Oneida Road Rome, NY 13440 315-371-0376	50	X		10	X		
	Total (A) =			Total (B) =			
IRA #4 5924 Old Oneida Road Rome, NY 13440 315-336-1480	50	X		10	X		
	Total (A) =			Total (B) =			

**Total Lot 16    \$**

**Please complete the following:**

\_\_\_\_\_  
Contractor/Bidder Signature

\_\_\_\_\_  
Print Name & Title

This bid is valid for \_\_\_\_\_ days (Bids shall be valid for not less than 180 days)

Name of Company:

Date:

Address:

Phone Number:

**EXHIBIT A – 2018 SNOW REMOVAL SERVICES BID FORM**

Oneida County Lot 17	*Column A			*Column B			Total Seasonal Cost (Site Column Total A+B)
	A) Est # of Plows		A) Price per Snow Plow	B) Est # of De-icings		B) Price per De-icing	
IRA #7 6125 Dewey Road Rome, NY 13440 315-339-5935	50	X		10	X		
Total (A) =			Total (B) =				
IRA #8 6135 Dewey Road Rome, NY 13440 315-339-4969	50	X		10	X		
Total (A) =			Total (B) =				
IRA #9 6145 Dewey Road Rome, NY 13440 315-339-5776	50	X		10	X		
Total (A) =			Total (B) =				
IRA #10 6155 Dewey Road Rome, NY 13440 315-339-0781	50	X		10	X		
Total (A) =			Total (B) =				
Lot between IRA #10 & #11	50	X		10	X		
Total (A) =			Total (B) =				
IRA #11 6165 Dewey Road Rome, NY 13440 315-336-1047	50	X		10	X		
Total (A) =			Total (B) =				
IRA #12 6175 Dewey Road Rome, NY 13440 315-339-1653	50	X		10	X		
Total (A) =			Total (B) =				

**Total Lot 17 \$ \_\_\_\_\_**

**Please complete the following:**

\_\_\_\_\_  
Contractor/Bidder Signature Print Name & Title

This bid is valid for \_\_\_\_\_ days (Bids shall be valid for not less than 180 days)

Name of Company: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Employer ID (EIN) or Social Security Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

**EXHIBIT B - SNOW PLOW SERVICE SLIP**

- It is the Contractor’s responsibility to duplicate this blank form and have copies on hand for the entire season.
- Service Slip must be completed and submitted for every visit to the site.
- Invoices will be matched against these Service Slips. The Service Slips will be the final factor for payment determination. Only this form of Service Slip will be accepted and payment will only be made for service noted on these slips.
- Service Slip must be left at each site in a location predetermined with site staff.

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

Site Location: \_\_\_\_\_

Date of Service: \_\_\_\_\_

Time of Service: \_\_\_\_\_

Check Service(s) Provided:

\_\_\_\_\_ Plowing/Shoveling/Snow blowing

\_\_\_\_\_ De-icing Treatment (Salt, Sand or Calcium Chloride)

\*\*Must have prior approval from site staff for De-icing; signature below

➤ De-icing requested by: \_\_\_\_\_ / \_\_\_\_\_  
Site Staff Name Site Staff Signature

➤ Staff Signature Verifying Service (if Available): \_\_\_\_\_

(Revised 6/1/2018)

**EXHIBIT C - SNOW PLOW DAMAGE FORM**

I, \_\_\_\_\_ representing \_\_\_\_\_ (site name), certify that:

There was no snow plow damage over the \_\_\_\_\_ (ie: 2018/2019 year) snow plow season.

There was damage and it was satisfactorily repaired.

I authorize the March, 20\_\_\_\_ final payment to be made to

\_\_\_\_\_ (Contractor).

Site Director or designee Signature: \_\_\_\_\_

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

There was damage and some repairs made, however the Contractor's repairs are not to the level to authorize final payment. I am seeking Business Office assistance.

**Duplication of this form is the responsibility of the Contractor.**

(Revised: 05/14/18)

## No-Bid Form

Bidders choosing not to bid are requested to complete and return only this form.

- We do not provide the requested services. Please remove our firm from your mailing list.
- We are unable to bid at this time because:

---



---



---



---



---



---



---



---

- Please retain our firm on your mailing list.

\_\_\_\_\_  
 (Firm Name)

\_\_\_\_\_  
 (Signature)

\_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Print Name)

\_\_\_\_\_  
 (Title)

\_\_\_\_\_  
 (E-mail)

\_\_\_\_\_  
 (Telephone)

Failure to respond to bid invitations may result in your firm being removed from our mailing lists.