



**Office for People With
Developmental Disabilities**

KATHY HOCHUL
Governor

KERRI E. NEIFELD
Commissioner

ROGER BEARDEN, J.D.
Executive Deputy Commissioner

**OPWDD Contract Management Unit
on behalf of:**

**Central NY Developmental Disabilities State
Operations Office**

**2023 - 2028 Community Lawn Care and
Maintenance in Cortland, Lewis, Madison,
Oneida, and Onondaga Counties**

IFB CN 011223

Invitation for Bid

Invitation for Bid

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	5
11.	SUBCONTRACTING	5
12.	INSURANCE	5
13.	SUBMISSION OF PROPOSALS	6
A.	SUBMISSION REQUIREMENTS	6
B.	REFERENCES	7
C.	LATE BIDS	7
14.	PROCUREMENT INFORMATION, MANDATORY REQUIREMENTS	7
A.	PROCUREMENT LOBBYING LAW REQUIREMENTS PURSUANT TO STATE FINANCE LAW §§ 139-J AND 139-K	7
B.	QUESTIONS REGARDING THIS PROCUREMENT	8
C.	OPWDD RIGHTS	8
D.	INCURRED COSTS	9
E.	CONTENT OF PROPOSALS	9
F.	PERIOD OF VALIDITY	9
G.	NOTICE OF AWARD, DEBRIEFING AND BID PROTESTS	10
H.	PUBLIC INFORMATION REQUIREMENTS / CONFIDENTIALITY / PUBLICATION RIGHTS	10
I.	AFFIRMATIVE ACTION	11
J.	PRIME CONTRACTOR'S RESPONSIBILITY	12
K.	PUBLIC OFFICER'S LAW REQUIREMENTS	12
L.	OMNIBUS PROCUREMENT ACT	12
M.	CONTRACT EXECUTION	13
N.	VENDOR RESPONSIBILITY QUESTIONNAIRE	13
O.	HEALTH INFORMATION PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)	13
P.	GENERAL DUTIES AND ADDITIONAL RESPONSIBILITIES	13
Q.	NYS INFORMATION SECURITY BREACH AND NOTIFICATION ACT (NYS TECHNOLOGY LAW, § 208)	14
R.	NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND: MACBRIDE FAIR EMPLOYMENT PRINCIPLES	14
S.	BIDDER'S CERTIFICATION OF COMPLIANCE WITH STATE FINANCE LAW § 139-K (5)	14
T.	BIDDER'S AFFIRMATION OF UNDERSTANDING AND AGREEMENT PURSUANT TO STATE FINANCE LAW § 139-J (3) AND § 139-J (6)(B)	15
U.	BIDDER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS	15
V.	NON-COLLUSIVE BIDDING CERTIFICATION	16
W.	PUBLIC OFFICERS LAW CERTIFICATION	16
X.	BIDDER'S AFFIRMATION OF UNDERSTANDING PURSUANT TO STATE LABOR LAW § 201-G	17
15.	CONSUMER SAFETY INFORMATION	17
16.	CONSULTANT DISCLOSURE	17
17.	EVALUATION CRITERIA: METHOD OF AWARD	17
	QUALIFICATIONS & SCOPE OF WORK	19
	COST PROPOSAL FORM	31
	NO-BID FORM	39

ADDITIONAL REQUIRED FORMS (MUST BE SUBMITTED WITH BID OR WITHIN 3 BUSINESS DAYS OF REQUEST BY OPWDD. FAILURE TO SUBMIT THESE FORMS WILL RESULT IN BID DISQUALIFICATION):

ATTACHMENT 1: References

ATTACHMENT 2: Vendor Responsibility Questionnaire

REFERENCE MATERIAL

Contract Template with Appendix A & 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. Central NY Developmental Disabilities State Operations Office (hereinafter "OPWDD") is an agency of OPWDD serving Cayuga, Cortland, Herkimer, Lewis, Madison, Oneida, 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 & Submission

Keith Ryer, CMS 1 for
Christopher Davis, CMS 2
OPWDD Contract Management Unit
26 Center Circle
Wassaic, New York 12592-2637
Phone: 845-877-6821 x3321 Fax: 845-877-3004
eny.nyc.li.contracthub@opwdd.ny.gov

3. Timetable of Proposal Due Dates

IFB Release Date	08 December 2022
Final Date for Receipt of Questions	21 December 2022
Official Responses to Questions By	28 December 2022
Proposal Due Date – Bid Opening*	2:00pm 12 January 2023
Evaluation & Selection	26 January 2023
Notification of Awards	26 January 2023
Contract start date (subject to change)	25 March 2023

*Bid Opening to be via Web Ex, not in person. Please see page 6, Section 13.A. (4) for details

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 Community Lawn Care and Maintenance Services for OPWDD sites, according to the specifications, terms and conditions as enumerated in "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 Site Manager or designee 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 OPWDD has pre-determined any vendor qualifications to receive a contract award. Such determination will be made after the bid opening and will be based upon an evaluation of all bid submissions and 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 (OSC).

9. Payment

Prices are to remain constant for the initial year of the contract. Approaching every contract anniversary date, the Contractor may request, or OPWDD give notice of, an annual price adjustment for the subsequent year. The request or notice must be submitted in writing between 30 days and 60 days prior to the contract anniversary date. OPWDD has the sole discretion in determining the rate to be approved. The adjustment shall be based upon the most recently available, "CPI-U", not seasonally adjusted, Northeast Region, all items, 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

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.

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 pay, as determined by the State Labor Department in accordance with the Labor Law.

Pursuant to § 9 (A), Contractor and its subcontractors must provide OPWDD with a certified payroll when submitting an invoice for payment.

11. Subcontracting

No Subcontracting of services is allowed with this IFB without written permission of OPWDD. For further information, please see section 14 J.

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: 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,

Invitation for Bid

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

One (1) original Bidder Cost Proposal Form is required to submit a bid. All proposals in response to this IFB must be received by OPWDD no later than the proposal due date and time.

One (1) original of each additional required form, as listed on page 2 (References and Vendor Responsibility Questionnaire), must be received either by the proposal due date or within 3 business days of request by OPWDD. It is strongly recommended that these additional forms are submitted by the proposal due date. Failure to submit the forms as specified above will result in the bid being disqualified.

- (1) **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 **mailed** or **hand delivered** to the following address:

OPWDD
Contract Management Unit – **IFB CN 011223**
C/O Keith Ryer, CMS 1
26 Center Circle, Building 58, Service Building
Wassaic, New York, 12592-2637

- (4) Bid Opening will be done via Web Ex following standard formal bid opening procedures. If bidders wish to "attend", they may do so by calling: **1-518-549-0500 at 2:00pm 12 January 2023**. Bidders will be asked for an ATTENDEE CODE. Enter **161 327 2691 followed by the # sign**.

Invitation for Bid

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 or its principals have at least two (2) years of relevant experience to complete the work as listed in Qualifications and 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 in 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 Christopher Davis, CMS 2, Christopher.M.Davis@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 to eny.nyc.li.contracthub@opwdd.ny.gov, and should reference the IFB title name and number in the subject line of the email.

OPWDD will post official answers to the questions to the Contract Reporter and the OPWDD website by the date indicated in **Section 3, 'Timetable of Proposal Due Date'**.

If a bidder discovers a possible error in this IFB, 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 eny.nyc.li.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. If there is a substantial error, the entire bidders list will be notified and the IFB change will be posted on the Contract Reporter, as well as e-mail replies to all bidders. OPWDD shall make IFB modifications, 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;

Invitation for Bid

- 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 a bidders proposal and/or to determine a bidders 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. 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 NYS OPWDD, Contract Management Unit, 44 Holland Avenue, 3rd Floor, Albany, New York 12229-0001.

H. 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

Invitation for Bid

- (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.
- (7) The Contractor agrees that no brochure, news/media/press release, public announcement, memorandum, or other information of any kind regarding the Contract shall be disseminated in any way to the public, nor shall any presentation be given regarding the Contract without the prior written approval of the OPWDD, which written approval shall not be unreasonably withheld or delayed provided, however, that Contractor shall be authorized to provide copies of the Contract and answer any questions relating thereto to any State or federal regulators or, in connection with its financial activities, to financial institutions for any private or public offering.

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. 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.

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
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. The Vendor Responsibility Questionnaire is required for contracts \$100,000 and over. OPWDD will require a complete Vendor Responsibility Questionnaire with your bid proposal if the contract resulting from this procurement is valued at \$100,000 and over. 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.

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 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 Office for People With Developmental Disabilities (OPWDD) 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).

X. Bidder's Affirmation of Understanding Pursuant to State Labor Law § 201-g

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of Labor Law § 201-g.

15. Consumer Safety Information

OPWDD provides services to individuals exhibiting Pica, which 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 OPWDD's state operated program sites and residential buildings is very important to the health and safety of those we serve. Please ensure care is taken to properly dispose of cigarette butts and rubbish while on OPWDD property.

OPWDD property has special receptacles for cigarette butt disposal. Contractor and subcontractor employees shall use these receptacles and throw trash in garbage cans or dumpsters. Compliance with this policy is appreciated.

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 1st and concludes on March 31st.

17. Evaluation Criteria: Method of Award

OPWDD will select the responsible and responsive Bidder that will provide the lowest Total Combined Cost Per Season for each cluster. Awards will be made by cluster. A Bidder may bid on one or multiple clusters and multiple contracts may be awarded. A Bidder may win one or more clusters.

All sites included in a cluster are to be serviced by the winning Bidder. Only proposals judged to be responsive to the submission requirements set forth in this IFB will be evaluated.

Should mathematical errors be made by the Bidder when calculating the Total Combined Cost Per Season, the individual prices given for Seasonal Price per site will be the determining factor.

Alterations to the Cost Proposal Form may result in disqualification. OPWDD reserves the right to reject any and all offers.

In the event of a tie bid, the award will be made by random selection.

Qualifications & Scope of Work

COMMUNITY LAWN CARE AND MAINTENANCE

Statement of Work

Central New York DDSOO (hereinafter "OPWDD") is an agency of the Office for People with Developmental Disabilities. The homes are residences of a developmentally disabled population including some individuals who are medically or physically disabled, as well as some who are confined to wheelchairs. The following specifications cover Lawn Care and Maintenance for OPWDD community sites throughout Cortland, Lewis, Madison, Oneida, and Onondaga Counties as listed in Exhibit A – Site Listing.

The Contractor will cooperate with Site Managers and staff and will comply with the safety and security requirements imposed by the site. The Contractor's employees will adhere to all OPWDD policies and regulations, including but not limited to smoking, parking, etc.

Detailed Specifications

The Contractor will provide lawn maintenance and related services. All labor, materials, and equipment necessary to professionally complete the service are to be supplied by the contractor. All equipment used in this service must meet the manufacturer's safety requirements and be properly installed and functional. All equipment must be operated in a safe manner.

I. Spring Clean-Up

- a. The work is to commence April 1st or at the start of the growing season, whichever comes first.
- b. Rake and remove leaves, dead branches and debris from grounds. Grounds are to include all lawn areas, under all shrubs and trees, and all shrubbery beds. Prune shrubs. Remove all dead, broken and fallen tree limbs. All debris is to be removed from the site and not left at the roadside or curb.
- c. Pruning and Trimming is to be completed per "*Qualifications & Scope of Work; IV. Pruning and Trimming.*"
- d. Mow all turf and trim around all buildings, walks, shrub and flower beds, trees, both sides of fences and other permanent objects.
- e. The Site Manager or designee will be required to inspect and approve the spring clean-up and notify the OPWDD Business Office that this part of the specifications has been completed.
- f. Upon OPWDD request, The Site Manager or designee will need to sign the spring clean-up form (See Exhibit B – Spring Clean-Up Form), which would then need to be submitted with the first invoice of the season.

II. Mowing Lawns

- a. Mowing is to be done between 8:00 a.m. and 7:00 p.m., Monday through Saturday. Any service to be delivered outside of these hours must receive prior approval by the Site Manager or designee.

Invitation for Bid

- b. Mowing is to be performed on an as-needed basis throughout the mowing season. All litter and debris from trees and shrubs, etc. is to be removed prior to each mowing. Mowing is to include trimming as needed around all walkways, driveways, flower and shrubbery beds, as well as appropriate trimming around all lawn ornaments, structures and plantings. Trimming around the base of all fences includes inside and outside each fence installed in the yard of each site. Contractor is to maintain lawn up to current boundaries.
- c. Lawn must be maintained at a 2-1/2 to 3-1/2 inch length. Lawns are not to be cut below a 2-1/2 inch length.
- d. Any moveable piece of furniture or equipment, (i.e. picnic tables, grills, etc.,) must be moved, the lawn cut, and the furniture or equipment replaced each time the lawn is cut. If any down spouts are disconnected in order to mow, these must be reconnected prior to leaving the site.
- e. In the event that mowing leaves behind clumps of grass or other debris, all clumps of grass and/or debris are to be raked and removed from the site. Paved areas, walkways, porches, etc. will be cleaned of grass clippings after each mowing.
- f. Contractor must have a small hand mower. No weed whacking of any portions of the lawn other than the perimeter will be acceptable.
- g. Failure to meet any and all of the specifications above may result in appropriate reduction of payment. Contractor may or may not be notified of failure to meet specifications that result in reduction of payment. Contractor is required to have systems in place to ensure compliance with specifications and without OPWDD staff having to call to point out discrepancies.

III. Weed Control

- a. In order for the Contractor to use herbicides, all relevant sections of 6NYCRR part 325, 6NYCRR part 326 and NYSDEC regulations 25A, 25B, 25C, 26 and 26A need to be complied with. This includes Pesticide Product Registration (25A); Pesticide Handling, Storage, Disposal and Safety (25B); Prior Notification of Pesticide Applications and Posting (25C); Commercial Pesticide Applicator Certification (26); and Pesticide Reporting Law (26A).
- b. A copy of the Contractor's Applicator Certification must be provided to the OPWDD prior to the application of any product. If no certification is on file, only manual weeding may be used.
- c. Appropriate SDS (Safety Data Sheets) for Pesticide Products Registered for use in NYS must be submitted and approved by the OPWDD prior to application. In addition, the date and time of application must be submitted for approval a minimum of two weeks prior to scheduled application and notification posting as required un Regulation 25C.
- d. Weeds must be controlled in all foundation/shrubbery beds (stone-based and bark chip) at sites awarded to the Contractor.
- e. This service is to include Spring application (April - May) of a pre-emergence herbicide to all stone-based and bark-chip based foundation beds and shrubbery beds. (Optional if manual weeding is the Contractor's chosen option.)

- f. OPWDD reserves the right to prohibit the use of herbicides at any site, if in our judgment, the potential exists for those living at the site in question to be adversely affected by any herbicide.
- g. Weed control must be maintained in all foundation/shrubbery beds that utilize ground cover, such as "myrtle," and in soil-based foundation/shrubbery beds, at sites covered under the contract. No herbicide can be used in beds that are accented with ground cover.
- h. This service is to include manual weeding of beds as indicated, to be done no more than three times per season (Spring, Mid-Season, and Fall).

IV. Pruning and Trimming

- a. Three times per season (Spring Clean-Up, Mid-Season, and Fall Clean-Up), prune and trim small ornamental trees which are under 15 feet in height, ornamental plantings, all shrubs and hedges, and removal of "sucker shoots" from all deciduous trees. All debris is to be raked up and removed from the site.
- b. The following work is to be done throughout the contract period: Adjust all trunk wrap, guideposts, and support wires that remain on young trees.
- c. Date of trimming completed at each site is to be noted on each monthly invoice submitted for payment.

V. End of Growing Season - Fall Clean-Up

- a. Work on fall clean-up may commence at any time during late fall. However, it must be completed no earlier than the period when greater than 90% of the leaves have fallen from all trees on OPWDD property and prior to the first significant snowfall, but no later than November 30th each year.
- b. Failure to complete the fall clean-up as detailed in this section may jeopardize the final payment of the season. The OPWDD reserves the right to make this determination on a site-by-site basis, utilizing information gathered from site staff and local weather conditions.
- c. A final seasonal mowing is to occur during the Fall Clean-Up period.
- d. All leaves, dead and broken branches, and other debris are to be raked and removed from grounds. Simply mulching everything on site will not be acceptable.
- e. The areas to provide this clean-up include, but are not limited to all lawn areas, under all shrubs and trees, around all buildings and shrubbery beds, and around both sides of any fences.
- f. Pruning and Trimming is to be completed per "*Qualifications & Scope of Work; IV. Pruning and Trimming.*"
- g. Final seasonal trimming and pruning should also be done around all areas specified in "*Qualifications & Scope of Work; II. Mowing Lawns; b.*"
- h. Inspection and approval will occur after each site's final clean-up session has been completed before the final seasonal invoice will be processed for payment.

- i. Upon OPWDD request, The Site Manager or designee will need to sign the fall clean-up form (See Exhibit C – Fall Clean-Up Form), which would then need to be submitted with the final invoice of the season.

VI. Additional Considerations

- a. Contractor is to fully understand the scope of work to be done which includes the property lines for each parcel bid on as well as number and location of all shrub beds.
- b. In the event that a site borders a road, the roadside ditch is considered part of the lawn and is to be maintained. Grass and shrub bushes are to be trimmed and the ditch kept clear of debris.
- c. Trimming of shrubs is to be done with proper equipment. Use of a string weed eater type equipment is not appropriate for the trimming of shrubs.
- d. Any debris generated from the maintenance of the lawn at the site is to be removed from the premises. Debris (leaves, branches, grass clippings, or any other debris picked up from the lawn) is not to be left on the curb, in adjacent lots, or any place on New York State owned or leased property. All debris is to be completely removed from the property at the expense of the Contractor.
- e. The Contractor must notify the Site Manager or designee and the OPWDD Business Office immediately in the event of causing damage to OPWDD property, i.e., but not limited to, buildings, sheds, paved areas, decks, or the property of neighbors adjoining OPWDD property. The Contractor will be required to repair/replace damaged property within 30 days. If the damage is not satisfactorily repaired within 30 days, OPWDD shall have the repairs made and will bill the Contractor or reduce payment for the total cost incurred as a part of OPWDD's repair effort.

VII. Contractor Performance and Requirements

- a. Contractor will perform all services associated with this specification to the satisfaction of OPWDD. The quality of service will be subject to inspection by OPWDD. If the quality of service is not satisfactory, and it be deemed that the Contractor is not meeting the requirements of this specification, the Contractor shall be notified in writing of those deficiencies, and it will be the Contractor's responsibility to make the necessary corrections within ten days after receipt of such notice. In the event the Contractor does not correct the deficiencies within that period, OPWDD may terminate the contract and employ another Contractor to complete the work. The existing Contractor shall be liable to OPWDD for such costs and any costs over and above the contracted price.
- b. The Contractor must have staff and equipment available at the start of and throughout the life of the contract to provide the contract services for all awarded sites. Staff availability will not be an acceptable excuse for failure to meet specifications. Payment offsets or contract cancellation may result.
- c. OPWDD reserves the right to request a listing of all equipment to be used performing work on this contract, as well as to inspect and verify the inventory of the equipment the Contractor plans to utilize to fulfill this contract. If, in the opinion of OPWDD, the Contractor does not have sufficient equipment to adequately fulfill the contract specifications, the Contractor may be disqualified if suitable alternative plans are not provided upon request.

Invitation for Bid

- d. Contractor is required to have back up equipment to assure all scheduled mowing occurs at the proper time. Broken equipment will not be an acceptable excuse for failure to meet specifications. Payment offsets or contract cancellation may result.
- e. OPWDD reserves the right to investigate the qualifications of all bidders and their workers to determine their ability to perform the required work. The Contractor will supply only competent workers and reliable equipment in the performance of its services.
- f. The Contractor will assign a supervisor who shall be the liaison between the Contractor and OPWDD; as such, they will be responsible for completing specified contract conditions.
- g. The Contractor understands that the performance of contract services will be commensurate with all pertinent policies of OPWDD. OPWDD shall not be held responsible for loss or damage to the Contractor's equipment.
- h. OPWDD reserves the right to request the dismissal from this contract job of any contractual employee who violates the safety and security rules and regulations of OPWDD or who in any way may be considered a hindrance to quality individual care.
- i. At the discretion of OPWDD, the use of Job Tickets may be implemented. If implemented, the Contractor would be required to complete a Job Ticket each and every time they are at any or all of the sites on the contract (to be determined by OPWDD), have a site staff person sign off, and fax them to 315-281-0088 or submit electronically on a weekly basis, in order for payment to be made.
- j. A mandatory site visit is not required prior to bidding. However, it is strongly recommended that the Contractor visit each site and meet with the Site Manager or designee to be sure the Contractor understands the specifications as it applies to all sites. Being unaware of a site's specific requirements will not be considered as an acceptable explanation for not completing a task.

VIII. Site & Service Changes

- a. OPWDD reserves the right to eliminate sites from the contract at any time with notice. The price of the contract will be decreased by the amount of the price for the site eliminated, pro-rated for the number of months remaining in the season. OPWDD will not add any additional sites to this contract.
- b. OPWDD shall not add any additional services to the contract other than the lawn care maintenance services mentioned in these specifications.

IX. Accounting

- a. Lawn Care and Maintenance is based on seasonal pricing. The seasonal price for each location will be paid in eight (8) equal monthly installments. The first payment each year is to be invoiced by April 30th. Payment will be made after receipt of invoices as detailed in "*Qualifications & Scope of Work; IX. Accounting; c.*" The eighth and final payment each year will not be processed until the Fall Clean-Up is completed and the invoice is received.

Invitation for Bid

- b. Prevailing Wages apply to this contract. The PRC number for this contract is PRC# 2022901191. A copy of Contractor's certified payroll is required to be submitted with invoices prior to payment for services rendered.
- c. Invoices must indicate Invoice number, PO# OPD01- , Contract number, the name of the site, the date of service and the type of service rendered. An invoice may be submitted for a single site or multiple sites as long as each site is itemized on the invoice. At the discretion of OPWDD, the use of Job Tickets may be implemented. If Job Tickets are required, all invoices must have a signed Job Ticket attached. Invoices are to be submitted for payment within thirty (30) days of service to:

OPWDD Central NY DDSOO
Unit ID: 3660234
C/O NYS OGS BSC Accounts Payable
Building 5, Fifth Floor
1220 Washington Ave.,
Albany, NY 12226-1900

The State of New York may require the Contractor to submit billing invoices electronically. When submitting invoices electronically, please send to accountspayable@ogs.ny.gov. eInvoicing information may be found at: <https://bsc.ogs.ny.gov/nys-vendors>

- d. Payments will be made based on actual services rendered. This agreement makes no guarantee for provisions of a minimum amount of services.

Payment for invoices submitted by the Contractor will only be rendered electronically unless payment by paper check is expressly authorized by the head of the State Agency, in the sole discretion of the head of such State Agency, due to extenuating circumstances. Such electronic payment shall be made in accordance with OSC's procedures and practices to authorize electronic payments.

Exhibit A – Site Listing

Cluster 1					
Site	Street	City	Zip Code	Phone	County
Fairview IRA	3644 Fairview Dr.	Cortland	13045	607-756-2289	Cortland
Highland IRA	4102 Highland Rd.	Cortland	13045	607-756-1865	Cortland
Homer IRA	28 Main St.	Homer	13077	607-749-2406	Cortland
Kellogg IRA	25 Kellogg Rd.	Cortland	13045	607-753-1523	Cortland
McGraw IRA	2 East Academy St.	McGraw	13101	607-836-4046	Cortland
Prospect IRA	6356 Prospect Terrace	Truxton	13158	607-842-6887	Cortland
Regina IRA	2 Regina Dr.	Cortland	13045	607-753-9755	Cortland
Starr Rd. IRA	1347 Starr Rd.	Cortland	13045	607-758-9181	Cortland
Westhill IRA	997 Route 90	Cortland	13045	607-749-6902	Cortland

Cluster 2					
Site	Street	City	Zip Code	Phone	County
Castorland Day Hab	4888 State Route 410	Castorland	13620	315-376-4292	Lewis
High St. IRA	9502 Church St.	Castorland	13620	315-376-4378	Lewis
Lowville IRA	5331 Dayan St.	Lowville	13367	315-367-6808	Lewis
Port Leyden IRA	3309 Railroad St.	Port Leyden	13433	315-348-6884	Lewis
Post St. IRA	12719 State Route 46	Boonville	13309	315-942-3069	Oneida
Rt. 410 IRA	4898 State Route 410	Castorland	13620	315-376-4381	Lewis

Cluster 3					
Site	Street	City	Zip Code	Phone	County
340 Genesee St. IRA	340 Genesee St.	Oneida	13421	315-363-0715	Madison
Callahan IRA	12 Callahan Dr.	Morrisville	13408	315-684-3956	Madison
Catherine St. IRA*	105 Catherine St.	Chittenango	13037	315-687-7297	Madison
Circle Dr. IRA	106 Circle Dr.	Canastota	13032	315-697-2452	Madison
College St. IRA	99 College St.	Hamilton	13346	315-824-4920	Madison
Hamilton IRA	7545 Hamilton Rd.	Hamilton	13346	315-824-1590	Madison
Jay St. IRA	100 Jay St.	Chittenango	13037	315-687-9091	Madison
Walnut St. IRA	226 E. Walnut St.	Oneida	13421	315-361-1435	Madison

*Catherine St. IRA requires both sides of the fence on the property to be maintained

Invitation for Bid

Cluster 4					
Site	Street	City	Zip Code	Phone	County
7557 Rome-Oriskany IRA	7557 Rome-Oriskany Rd.	Rome	13440	315-339-2691	Oneida
Buena Vista	8142 Buena Vista Dr.	Rome	13440	315-336-4489	Oneida
Elmer Hill Rd. IRA	8499 Elmer Hill Rd.	Rome	13440	315-533-6611	Oneida
Greenview IRA	8339 Greenview Dr.	Rome	13440	315-336-3445	Oneida
Locust IRA	410 E. Locust St.	Rome	13440	315-336-5762	Oneida
Maple Lane IRA	8667 Maple Lane	Lee Center	13363	315-336-7652	Oneida
North James St.	1911 & 1/2 N. James St.	Rome	13440	315-366-0377	Oneida
Turin Rd. (Lee) IRA	8634 Turin Rd.	Rome	13440	315-339-5335	Oneida
Turin Rd. (Rome) IRA	8267 Turin Rd.	Rome	13440	315-337-8166	Oneida
W. South St. IRA	120 W. South St.	Rome	13440	315-337-8156	Oneida
West Chestnut IRA	801 W. Chestnut St.	Rome	13440	315-337-0791	Oneida
West Embargo IRA	1026 W. Embargo St.	Rome	13440	315-339-0433	Oneida
Wheeler IRA	946 Floyd Ave.	Rome	13440	315-337-8128	Oneida

Cluster 5					
Site	Street	City	Zip Code	Phone	County
#1 Old Oneida Rd. IRA	5974 Old Oneida Rd.	Rome	13440	315-337-0173	Oneida
#2 Old Oneida Rd. IRA	5958 Old Oneida Rd.	Rome	13440	315-339-5027	Oneida
#3 Old Oneida Rd. IRA	5946 Old Oneida Rd.	Rome	13440	315-371-0376	Oneida
Lot on Old Oneida Rd.	5974 Old Oneida Rd.	Rome	13440	315-337-0173	Oneida
#4 Hoffman House IRA	5924 Old Oneida Rd.	Rome	13440	315-336-1480	Oneida
#5 Route 26 IRA	6446 State Route 26	Rome	13440	315-339-5922	Oneida
Route 26 Nursey w/ Lot	6446 State Route 26	Rome	13440	315-339-5922	Oneida
#6 Route 26 IRA	6440 State Route 26	Rome	13440	315-339-4405	Oneida
#7 Dewey Rd. IRA	6125 Dewey Rd.	Rome	13440	315-339-5935	Oneida
#8 Dewey Rd. IRA	6135 Dewey Rd.	Rome	13440	315-339-4969	Oneida
#9 Dewey Rd. IRA	6145 Dewey Rd.	Rome	13440	315-339-5776	Oneida
#10 Dewey Rd. IRA	6155 Dewey Rd.	Rome	13440	315-339-0781	Oneida
#11 Dewey Rd. IRA	6165 Dewey Rd.	Rome	13440	315-336-1047	Oneida
Lot Between #10 & #11	6155 Dewey Rd.	Rome	13440	315-339-0781	Oneida
#12 Dewey Rd. IRA	6175 Dewey Rd.	Rome	13440	315-339-5027	Oneida
Lowell IRA	6611 State Route 26	Rome	13440	315-336-2959	Oneida
Lowell Lot	6611 State Route 26	Rome	13440	315-336-2959	Oneida
Spencer IRA w/ Lot	5919 Old Oneida Rd.	Rome	13440	315-336-1504	Oneida

Invitation for Bid

Cluster 6					
Site	Street	City	Zip Code	Phone	County
Coal Hill Rd. IRA	9396 Coal Hill Rd.	Taberg	13471	315-339-1788	Oneida
Mexico St. IRA	90 Mexico St.	Camden	13316	315-245-4008	Oneida
Oswego Rd. IRA	4380 Oswego Rd.	Blossvale	13306	315-339-0058	Oneida
Ripley Dr. Day Hab	19 Ripley Dr.	Camden	13316	315-245-3922	Oneida
Voorhees IRA	33 Voorhees Ave.	Camden	13316	315-245-3678	Oneida
Wolcott IRA	15 Wolcott Ave.	Camden	13316	315-245-3935	Oneida

Cluster 7					
Site	Street	City	Zip Code	Phone	County
Briarwood IRA	4918 Briarwood Dr.	Manlius	13104	315-637-2182	Onondaga
East Seneca IRA	5750 E. Seneca Tpke	Jamesville	13078	315-498-9221	Onondaga
Hunter IRA	107 Hunter Lane	E. Syracuse	13057	315-656-5118	Onondaga
Jamesville IRA	8232 E. Seneca Tpke	Jamesville	13078	315-469-6508	Onondaga
Oran Gulf IRA	3996 Oran Gulf Rd.	Manlius	13104	315-682-1992	Onondaga
Route 11A IRA	1903 Route 11A	Tully	13159	315-677-0267	Onondaga
Southfield IRA	311 Southfield Dr.	Fayetteville	13066	315-637-5311	Onondaga
Sweet Rd. IRA	4350 Sweet Rd.	Manlius	13104	315-682-4674	Onondaga

Cluster 8					
Site	Street	City	Zip Code	Phone	County
Andrews IRA	120 Andrews Rd.	Dewitt	13214	315-446-1298	Onondaga
Bradford IRA	101 Bradford Parkway	Syracuse	13224	315-449-2546	Onondaga
Candee IRA	116 Candee St.	Syracuse	13224	315-446-6715	Onondaga
E. Genesee St. IRA	1930 E. Genesee St.	Syracuse	13210	315-471-0002	Onondaga
East Colvin IRA	2546 E. Colvin St.	Syracuse	13224	315-449-4347	Onondaga
Euclid IRA	2306 Euclid Ave.	Syracuse	13224	315-446-7896	Onondaga
Hazelwood IRA	830 Hazelwood Ave.	Syracuse	13224	315-445-1453	Onondaga
James St. Manor IRA	168 James St. Manor	E. Syracuse	13057	315-463-8829	Onondaga
Mosley Dr. IRA	217 Mosley Dr.	Syracuse	13206	315-414-0091	Onondaga
Roby Ave. IRA	304 Roby Ave.	E. Syracuse	13057	315-437-0830	Onondaga

Invitation for Bid

Cluster 9					
Site	Street	City	Zip Code	Phone	County
Antrim IRA	6107 Thompson Rd.	Camillus	13031	315-487-1346	Onondaga
Belle Isle	5844 Belle Isle Rd.	Syracuse	13209	315-487-9548	Onondaga
Hamilton IRA	5430 Hamilton Rd.	Jordan	13080	315-689-9879	Onondaga
Mechanic St. IRA	56 Mechanic St.	Jordan	13080	315-689-1334	Onondaga
Munro IRA	3811 Warners Rd.	Syracuse	13209	315-487-6727	Onondaga
North Terry Rd. IRA	211 N. Terry Rd.	Syracuse	13209	315-468-0121	Onondaga
Parkway IRA	21 Parkway Dr.	Baldwinsville	13027	315-303-5099	Onondaga
Rolland IRA	101 Rolland Terrace	Syracuse	13209	315-484-9230	Onondaga
Whistlestop IRA	3591 Whistlestop Lane	Elbridge	13060	315-689-9042	Onondaga

Exhibit B – Spring Clean-Up Form

I, _____ being the **Site Manager or designee** for _____ (**site**), certify that the _____ (**year**) spring season clean-up has been completed to my satisfaction, as described in the lawn care specifications.

By signing below, I authorize the April payment to be made to:

_____ (**Contractor's Company Name**).

Site Manager or Designee's Signature: _____

Date: _____

*** Attention Lawn Care Contractor: This form must be completed, signed and submitted with your April invoice showing spring clean-up has been completed to the Site Manager or designee's approval, in order for payment to be made.**

Exhibit C – Fall Clean-Up Form

I, _____ being the **Site Manager or designee** for _____ (site), certify that the _____ (year) fall season clean-up has been completed to my satisfaction, as described in the lawn care specifications.

By signing below, I authorize the final payment to be made to:

_____ (Contractor's Company Name).

Site Manager or Designee's Signature: _____

Date: _____

*** Attention Lawn Care Contractor: This form must be completed, signed and submitted with your final invoice showing fall clean-up has been completed to the Site Manager or designee's approval in order for payment to be made.**

Cost Proposal Form

Instructions: Bids are to be placed per cluster. Awards will be made by cluster. All sites within a cluster must be serviced. For each cluster that you wish to bid on, you must place your seasonal price for each site in column A. Add all of the sites in column A and place the total in the "Total Combined Cost Per Season". This is your Bid Amount for the labeled cluster. You may bid on one or multiple clusters. Bidders may be awarded one or more clusters and multiple contracts may be awarded.

Record all Total Combined Cost Per Season amounts for each cluster you are bidding on the Cost Proposal Summary and Signature Page on Page 38.

Cluster 1	
Site	(A) Seasonal Price per site (includes all service: Spring Clean-Up, Lawn Care Maintenance and Fall Clean-Up)
Fairview IRA	
Highland IRA	
Homer IRA	
Kellogg IRA	
McGraw IRA	
Prospect IRA	
Regina IRA	
Starr Rd. IRA	
Westhill IRA	
Total Combined Cost Per Season (Sum of Column A)	

Vendor Name: _____

Invitation for Bid

Cluster 2	
Site	(A) Seasonal Price per site (includes all service: Spring Clean-Up, Lawn Care Maintenance and Fall Clean-Up)
Castorland Day Hab	
High St. IRA	
Lowville IRA	
Port Leyden IRA	
Post St. IRA	
Rt. 410 IRA	
Total Combined Cost Per Season (Sum of Column A)	

Cluster 3	
Site	(A) Seasonal Price per site (includes all service: Spring Clean-Up, Lawn Care Maintenance and Fall Clean-Up)
340 Genesee St. IRA	
Callahan IRA	
Catherine St. IRA	
Circle Dr. IRA	
College St. IRA	
Hamilton IRA	
Jay St. IRA	
Walnut St. IRA	
Total Combined Cost Per Season (Sum of Column A)	

Vendor Name: _____

Invitation for Bid

Cluster 4	
Site	(A) Seasonal Price per site (includes all service: Spring Clean-Up, Lawn Care Maintenance and Fall Clean-Up)
7557 Rome-Oriskany IRA	
Buena Vista	
Elmer Hill Rd. IRA	
Greenview IRA	
Locust IRA	
Maple Lane IRA	
North James St.	
Turin Rd. (Lee) IRA	
Turin Rd. (Rome) IRA	
W. South St. IRA	
West Chestnut IRA	
West Embargo IRA	
Wheeler IRA	
Total Combined Cost Per Season (Sum of Column A)	

Vendor Name: _____

Invitation for Bid

Cluster 5	
Site	(A) Seasonal Price per site (includes all service: Spring Clean-Up, Lawn Care Maintenance and Fall Clean-Up)
#1 Old Oneida Rd. IRA	
#2 Old Oneida Rd. IRA	
#3 Old Oneida Rd. IRA	
Lot on Old Oneida Rd.	
#4 Hoffman House IRA	
#5 Route 26 IRA	
Route 26 Nursesey w/ Lot	
#6 Route 26 IRA	
#7 Dewey Rd. IRA	
#8 Dewey Rd. IRA	
#9 Dewey Rd. IRA	
#10 Dewey Rd. IRA	
#11 Dewey Rd. IRA	
Lot Between #10 & #11	
#12 Dewey Rd. IRA	
Lowell IRA	
Lowell Lot	
Spencer IRA w/ Lot	
Total Combined Cost Per Season (Sum of Column A)	

Vendor Name: _____

Invitation for Bid

Cluster 6	
Site	(A) Seasonal Price per site (includes all service: Spring Clean-Up, Lawn Care Maintenance and Fall Clean-Up)
Coal Hill Rd. IRA	
Mexico St. IRA	
Oswego Rd. IRA	
Ripley Dr. Day Hab	
Voorhees IRA	
Wolcott IRA	
Total Combined Cost Per Season (Sum of Column A)	

Cluster 7	
Site	(A) Seasonal Price per site (includes all service: Spring Clean-Up, Lawn Care Maintenance and Fall Clean-Up)
Briarwood IRA	
East Seneca IRA	
Hunter IRA	
Jamesville IRA	
Oran Gulf IRA	
Route 11A IRA	
Southfield IRA	
Sweet Rd. IRA	
Total Combined Cost Per Season (Sum of Column A)	

Vendor Name: _____

Invitation for Bid

Cluster 8	
Site	(A) Seasonal Price per site (includes all service: Spring Clean-Up, Lawn Care Maintenance and Fall Clean-Up)
Andrews IRA	
Bradford IRA	
Candee IRA	
E. Genesee St. IRA	
East Colvin IRA	
Euclid IRA	
Hazelwood IRA	
James St. Manor IRA	
Mosley Dr. IRA	
Roby Ave. IRA	
Total Combined Cost Per Season (Sum of Column A)	

Vendor Name: _____

Invitation for Bid

Cluster 9	
Site	(A) Seasonal Price per site (includes all service: Spring Clean-Up, Lawn Care Maintenance and Fall Clean-Up)
Antrim IRA	
Belle Isle	
Hamilton IRA	
Mechanic St. IRA	
Munro IRA	
North Terry Rd. IRA	
Parkway IRA	
Rolland IRA	
Whistlestop IRA	
Total Combined Cost Per Season (Sum of Column A)	

Vendor Name: _____

Cost Proposal Summary and Signature Page

Cluster	Total Combined Cost Per Season
1	\$
2	\$
3	\$
4	\$
5	\$
6	\$
7	\$
8	\$
9	\$

Bidder Signature

Print Name & Title

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

Name of
Company:

Address:

Federal ID Number:

Telephone:

Date:

Fax:

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.