



**Office for People With  
Developmental Disabilities**

**KATHY HOCHUL**  
Governor

**ROGER BEARDEN, J.D.**  
Executive Deputy Commissioner

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

**Central NY Developmental Disabilities State  
Operations Office**

**2022 - 2026 Community Lawn Care and  
Maintenance in Onondaga County**

**CN 111821**

**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)	14
U.	BIDDER DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS	15
V.	NON-COLLUSIVE BIDDING CERTIFICATION	15
W.	PUBLIC OFFICERS LAW CERTIFICATION	16
X.	BIDDER'S AFFIRMATION OF UNDERSTANDING PURSUANT TO STATE LABOR LAW § 201-G	16
15.	CONSUMER SAFETY INFORMATION	17
16.	CONSULTANT DISCLOSURE	17
17.	EVALUATION CRITERIA: METHOD OF AWARD	17
	QUALIFICATIONS & SCOPE OF WORK	18
	COST PROPOSAL FORM	27
	NO-BID FORM	31

**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](mailto:eny.nyc.li.contracthub@opwdd.ny.gov)

## 3. Timetable of Proposal Due Dates

IFB Release Date	18 October 2021
Final Date for Receipt of Questions	28 October 2021
Official Responses to Questions By	04 November 2021
<b>Proposal Due Date – Bid Opening*</b>	<b>2:00pm 18 November 2021</b>
Evaluation & Selection	02 December 2021
Notification of Awards	02 December 2021
Contract start date (subject to change)	25 March 2022

\*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 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 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 four 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/](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

**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 111821**  
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 18 November 2021**. Bidders will be asked for an ATTENDEE CODE. Enter **161 428 4613 followed by the # sign**.

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](mailto: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](mailto: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](mailto: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, 3<sup>rd</sup> 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](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. 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](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 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:

## Invitation for Bid

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 lot. 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 Onondaga county as listed in Exhibit A – Site Listing.

The Contractor shall cooperate with House 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

##### 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 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 lawn care Contractor.
- e. The Contractor must notify the Site Director/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, 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.

## VII. Contractor Performance and Requirements

- a. 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.

## Invitation for Bid

- b. Bidders must include a listing of all equipment to be used performing work on this contract. The OPWDD reserves the right to inspect and verify the inventory of the equipment the Contractor plans to utilize to fulfill this contract. If, in the opinion of the 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.
- c. Contractors are 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.
- d. The 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 shall supply only competent workers and reliable equipment in the performance of its services.
- e. The Contractor will assign a supervisor who shall be the liaison between the Contractor and the OPWDD; as such, he/she shall be responsible for completing specified contract conditions.
- f. The Contractor understands that the performance of contract services shall be commensurate with all pertinent policies of the OPWDD. The OPWDD shall not be held responsible for loss or damage to the Contractor's equipment.
- g. The 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 the OPWDD or who in any way may be considered a hindrance to quality individual care.
- h. 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 the OPWDD Business Office), 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.
- i. 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 director 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.
- b. Prevailing Wages apply to this contract. The PRC number for this contract is PRC# 2021900805. 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.

- 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 shall 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

<b>Cluster 1</b>		
<b>Site Name</b>	<b>Address</b>	<b>Phone</b>
Baldwinsville IRA	17 Grove Street Baldwinsville, NY 13027	315-635-3162
Doe Run IRA	2 Doe Run Baldwinsville, NY 13027	315-635-1339
Eastgate IRA	7332 Eastgate Circle Liverpool, NY 13088	315-453-5506
Japine IRA	7744 Japine Drive Liverpool, NY 13090	315-451-1718
Longbranch IRA	347 Longbranch Road Syracuse, NY 13209	315-461-9050
Mercer IRA	2272 Mercer Street Baldwinsville, NY 13027	315-635-5087

<b>Cluster 2</b>		
<b>Site Name</b>	<b>Address</b>	<b>Phone</b>
Avery IRA	420 Avery Avenue Syracuse, NY 13219	315-487-3314
Bellevue IRA	2116 Bellevue Avenue Syracuse, NY 13207	315-476-1528
Geddes IRA	1709 S. Geddes Street Syracuse, NY 13207	315-471-0062
Onondaga IRA	637 W. Onondaga St. Syracuse, NY 13204	315-471-0061
Reinman IRA	5080 Reinman Road Syracuse, NY 13215	315-478-1192

<b>Cluster 3</b>		
<b>Site Name</b>	<b>Address</b>	<b>Phone</b>
Academy Green IRA	7 Academy Green Syracuse, NY 13207	315-492-1501
Academy Place IRA	416 Academy Place Syracuse, NY 13207	315-802-6928
Cedarvale Rd. IRA	4536 Cedarvale Rd. Syracuse, NY 13215	315-469-2035
Derby Dr. IRA	3944 Derby Dr. Syracuse, NY 13215	315-468-2875
Elgin Dr. IRA	4999 Elgin Dr. Syracuse, NY 13215	315-492-2807
Lawndale Dr. IRA	4772 Lawndale Dr. Syracuse, NY 13215	315-469-0122
Snowhill Dr. IRA	4922 Snowhill Dr. Syracuse, NY 13215	315-492-4253

<b>Cluster 4</b>		
<b>Site Name</b>	<b>Address</b>	<b>Phone</b>
Deersprings Rd. IRA	5864 Deersprings Rd. Cicero, NY 13039	315-452-4691
E. Taft Rd. IRA	7152 E. Taft Rd. E. Syracuse, NY 13057	315-656-3358
Gertrude St. IRA	126 Gertrude St. N. Syracuse, NY 13212	315-452-5450
Hillside St. IRA	332 Hillside St. Syracuse, NY 13208	315-454-3732
Lemoyne Ave. IRA	1510 Lemoyne Ave. Syracuse, NY 13208	315-454-0275
Marcia St. IRA	115 Marcia St. Syracuse, NY 13208	315-455-2991
Pitcher Lane IRA	206 Pitcher Lane N. Syracuse, NY 13212	315-453-5540
Schaffer Ave. IRA	207 Schaffer Ave. Syracuse, NY 13206	315-434-9662
Smith Rd. IRA	5918 Smith Rd. Syracuse, NY 13212	315-458-0572
Totman Rd. IRA	7493 Totman Rd. Syracuse, NY 13212	315-214-5042



### 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 30.

<b>Cluster 1</b>	
<b>Site</b>	<b>(A) Seasonal Price per site (includes all service: Spring Clean-Up, Lawn Care Maintenance and Fall Clean-Up)</b>
Baldwinsville IRA	
Doe Run IRA	
Eastgate IRA	
Japine IRA	
Longbranch IRA	
Mercer IRA	
<b>Total Combined Cost Per Season (Sum of Column A)</b>	

Vendor Name: \_\_\_\_\_

Invitation for Bid

<b>Cluster 2</b>	
<b>Site</b>	<b>(A) Seasonal Price per site (includes all service: Spring Clean-Up, Lawn Care Maintenance and Fall Clean-Up)</b>
Avery IRA	
Bellevue IRA	
Geddes IRA	
Onondaga IRA	
Reinman IRA	
<b>Total Combined Cost Per Season (Sum of Column A)</b>	

<b>Cluster 3</b>	
<b>Site</b>	<b>(A) Seasonal Price per site (includes all service: Spring Clean-Up, Lawn Care Maintenance and Fall Clean-Up)</b>
Academy Green IRA	
Academy Place IRA	
Cedarvale Rd. IRA	
Derby Dr. IRA	
Elgin Dr. IRA	
Lawndale Dr. IRA	
Snowhill Dr. IRA	
<b>Total Combined Cost Per Season (Sum of Column A)</b>	

Vendor Name: \_\_\_\_\_

## Invitation for Bid

<b>Cluster 4</b>	
<b>Site</b>	<b>(A) Seasonal Price per site (includes all service: Spring Clean-Up, Lawn Care Maintenance and Fall Clean-Up)</b>
Deersprings Rd. IRA	
E. Taft Rd. IRA	
Gertrude St. IRA	
Hillside St. IRA	
Lemoyne Ave. IRA	
Marcia St. IRA	
Pitcher Lane IRA	
Schaffer Ave. IRA	
Smith Rd. IRA	
Totman Rd. IRA	
<b>Total Combined Cost Per Season (Sum of Column A)</b>	

Vendor Name: \_\_\_\_\_

### Cost Proposal Summary and Signature Page

Cluster	Total Combined Cost Per Season
1	\$
2	\$
3	\$
4	\$

\_\_\_\_\_ 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.