



**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:**

**Broome Developmental Disabilities State  
Operations Office**

**2023-2028 Community Lawn Care &  
Maintenance Services in Broome, Chenango,  
Delaware, Tioga, Tompkins, and Otsego  
Counties**

**BR 011823**

**Invitation for Bid**

## Invitation for Bid

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**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. Broome Developmental Disabilities State Operations Office (hereinafter “OPWDD”) is an agency of OPWDD serving Broome, Chenango, Delaware, Tioga, Tompkins, and Otsego 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

Carol A. Jacobs, CMS 1 for  
Christopher M. Davis, CMS 2  
OPWDD Contract Management Unit  
26 Center Circle  
Wassaic, New York 12592-2637  
Phone: 845-877-6821 (ext. 3007) 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	16 December 2022
Final Date for Receipt of Questions	30 December 2022
Official Responses to Questions By	6 January 2023
<b>Proposal Due Date – Bid Opening*</b>	<b>2:00pm 18 January 2023</b>
Evaluation & Selection	25 January 2023
Notification of Awards	25 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 & 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. The telephone number for each site has been provided. It is the Bidders responsibility to set up an appointment with each Site 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 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/](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: BR 011823**  
C/O Carol A. Jacobs, 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 on 18 January 2023**. Bidders will be asked for an **ATTENDEE CODE. Enter 161 504 6945 followed by the # sign**. You may also join by following the link below:

<https://meetny.webex.com/meetny/j.php?MTID=meb2c65da10bb964e42707faa9e817649>

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 M. 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;
  - 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;



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- 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
- (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](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

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**Invitation for Bid**

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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 individual cluster. OPWDD intends to award at least one and up to sixteen contracts for this procurement. Bidders may bid on as few as one or as many as sixteen clusters. A Bidder may be awarded one or more clusters. Only proposals judged to be responsive to the submission requirements set forth in this IFB will be evaluated. OPWDD reserves the right to reject any and all offers.**

**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. Any alteration to the Cost Proposal Form may result in disqualification.**

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

## Qualifications & Scope of Work

### COMMUNITY LAWN CARE AND MAINTENANCE

Broome DDSOO (hereinafter OPWDD) administers and oversees state operations for 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. OPWDD assumes the responsibility for maintaining these properties and seeks Contractors who will be responsible and responsive in providing Lawn Care and Maintenance for sites in Broome, Chenango, Delaware, Otsego, Tioga, and Tompkins Counties, as detailed in Exhibit A. Lawn Care and Maintenance services detailed in this Scope of Work will be paid by one seasonal price, spread out over six (6) equal installments as further detailed in **Section V. ACCOUNTING**.

#### **Service Description**

Contractor shall provide lawn maintenance and related services. All labor, materials, and equipment necessary to complete the service are to be supplied by the Contractor. The Contractor must be able to show that they have adequate staff and equipment to perform services for sites which they are under contract. The Contractor is required to meet with the Site Manager, Plant Superintendent, or representative prior to each Lawn Care Season unless such meeting is waived by the Site Manager or designee. All equipment used for Lawn Care Service must meet manufacturer's safety requirements and be properly installed and functional. All equipment must be operated in a safe manner.

#### **I. SERVICE REQUIRED**

**A. Spring Clean-Up - Spring Clean-Up is the first Lawn Care Service of the season, may commence at the start of the growing season, and should be completed no later than one week prior to Memorial Day.**

1. Remove leaves, fallen limbs, branches, sticks, and other organic debris from the lawn and landscape. Bark Chip mulched areas should also be kept free of weeds, leaves, sticks or debris.
2. Manually hand weed all stone-based and bark-chip based foundations, myrtle, or any other ground coverings, flowerbeds, and shrubbery beds to prevent weed growth. Contractors must pull weeds up from the roots.
3. Include the trimming and pruning of tree limbs, hedges, and shrubs. All walkways, paths, roadways, and parking areas should be free and clear from impeding or overgrown bushes or shrubs. Roadways or parking areas should be raked and leveled as needed.
4. The Site Manager or designee will be required to inspect and approve the Spring Clean-Up services provided by the Contractor. Upon approval, the Site Manager or designee will sign an "**Exhibit B-Spring Clean-Up Form**" indicating Spring Clean-Up has been satisfactorily completed. A signed copy of the Spring Clean-Up form must accompany the first invoice to receive compensation.

**B. Lawn Maintenance - Lawn Care Maintenance Services will be provided from approximately April 1<sup>st</sup> through November 1<sup>st</sup> (Service dates are subject to change depending on weather conditions). Lawn Care Maintenance Services include:**

**1. Mowing**

- a. Mowing should be done between 8:00am and 7:00pm, Monday through Saturday. Any mowing services conducted outside of these hours will require prior approval by the Site Manager or designee. Contractor is to maintain lawn up to current boundaries, to include front, back, and side yards including hills, ditches, and between the sidewalk and road, where applicable.
- b. When mowing, central air conditioning units and generators shall be kept free of grass clippings. All non-stationary lawn furniture and patio equipment (i.e., picnic tables, grills, etc.) must be moved to effectively mow in those areas. Downspouts may be disconnected in order to mow but must be reconnected when mowing is completed.
- c. Contractors must maintain lawns at  $2\frac{1}{2}$  to  $3\frac{1}{2}$  inches in length. Lawns are not to be cut below  $2\frac{1}{2}$  inches in length. If mowing creates 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.

**2. Weed Whacking/Edging**

- a. Contractors must use a String Trimmer and/or Grass Edge Trimmers alongside building foundations, decks, porches, ramps, driveways, walkways, fences, dumpsters, fire hydrants, fuel tanks, generators, transformers, streetlight poles, mailboxes, alongside bedding areas, parking bumpers, curbs, and base of trees.

**3. Weed Control**

- a. Contractor must provide Weed Control for sites awarded to prevent or reduce the growth of weeds in stone based and bark chip-based foundation and shrubbery beds.
- b. Manual weeding of soil-based foundation/shrubbery beds, and otherwise indicated, must occur throughout the contract period.

**4. Pruning and Trimming**

- a. Contractors must prune, trim, and shape all small trees, ornamental plantings, and all shrubbery. All debris is to be raked up and removed from the site. Contractors must remove "sucker shoots" from deciduous trees and adjust any trunk wrap, guideposts, and support wires that remain on young trees.
- b. Pruning and trimming services must be provided throughout the season as part of Lawn Care Maintenance Services for the life of the contract.

**C. Fall Clean-Up - Fall Clean-Up is the last service of the season and should commence in the late fall and be completed no earlier than the period when greater than 90% of the leaves have fallen from all trees on OPWDD property.**

1. Weeds may be trimmed from garden beds rather than pulled by the roots, utilizing caution around plants and flowers. This should occur prior to the first significant snowfall. Fall Clean-Up includes all services described in "Spring Clean-Up."
2. Failure to complete the Fall Clean-Up as detailed in this section may jeopardize the final payment of the season. OPWDD reserves the right to make this determination on a site-by-site basis, utilizing information gathered from site staff and local weather conditions.
3. The Site Manager or designee will be required to inspect and approve the Fall Clean-Up. Upon approval, the Site Manager or designee will sign an "**Exhibit C-Fall Clean-Up Form**" indicating Fall Clean-Up has been completed.

**II. EXTRA SERVICES – Extra Services are not included in the price of this contract. Extra Services are not to be provided without prior authorization.** A purchase order authorizing services will be issued prior to commencement of services. **Extra Services include:**

1. Cutting down and removal of trees, bushes, shrubs, hedges and/or ornamental trees.
2. Maintenance of flower and vegetable gardens outside of weeding as specified within **SERVICE REQUIRED.**
3. Major wind or storm damage clean-up.
4. Seeding of grass.
5. Chemical application.
6. Adding fresh bark chip mulch.
7. Removal of excess bark chip mulch.

**III. DAMAGES – Damages to lawns, gardens, lawn fixtures, vehicles, or damages to any real or personal property resulting from Contractor's service, equipment or employees is the sole responsibility of the Contractor to be repaired or replaced to their original state.**

The Contractor is responsible to have corrective action done in a timely fashion on any and all damage caused during the course of this contract to any and all NYS property within the areas specified by the contract, if it was caused by the Contractor or employees of the Contractor's company. This includes, but is not limited to, damage to trees, shrubs, or roadways within and leading to and from the property included in this specification, as well as lawns, fences, headstones, vehicles, other equipment, and any and all other items not specifically identified. This also includes damage done to New York State or personally owned vehicles of employees working at OPWDD. **Additionally, it will be considered that the Contractor caused the damage if it happens within the areas identified by this contract unless the Contractor makes immediate notification of the finding to the Site Manager or designee.**

#### IV. QUALITY OF WORK AND LIABILITIES

- A. The Contractor shall perform all services associated with this specification to the satisfaction of OPWDD. The quality of service shall 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 their agreed upon bid.
- B. OPWDD reserves the right to delete areas from this contract in consultation with the Contractor working out the appropriate credits.
- C. The Contractor shall cooperate with Site Managers and staff. The Contractor will comply with safety and security requirements imposed by the site. The Contractor and the Contractor's employees will adhere to all policies and regulations of OPWDD, including but not limited to smoking, parking, etc. The Contractor is to adhere to local/state noise control ordinances/laws.
- D. The Contractor must possess and provide, at no cost to the State, appropriate licenses and permits associated with the provision of lawn care and maintenance.
- E. OPWDD will not be responsible for damage caused to the Contractor's equipment during this contract unless it can be shown that OPWDD was notified of a condition not covered under this contract and did not make arrangements to correct it in a timely fashion.

#### V. ACCOUNTING

##### A. Pricing & Payment Structure:

Lawn Care and Maintenance is based on **seasonal** pricing. The seasonal price for each location will be paid in six (6) equal installments. The first invoice of the season is to be dated June 1<sup>st</sup> and subsequent invoices (July through November) are to be dated on the first of each month. Invoices are to be submitted for payment no later than 30 days from the invoice date. Payment will be made after receipt of invoices as detailed in section **D. Invoices**. The sixth and final payment each year will not be processed until the **Fall Clean-Up** is completed, and the invoice is received.

##### B. Job Tickets:

Job Tickets are not required for Lawn Maintenance Services, however OPWDD reserves the right, at the discretion of the OPWDD Business Office, to implement their use. If Job Tickets are implemented for lawn maintenance, the Contractor would be required to complete a Job Ticket upon the completion of each service. If implemented, Job Tickets are to be presented to the Site Manager or designee upon completion of service. It is advised that the Job Ticket be a three-part form. Site Manager or designee will sign Job Tickets, if service is satisfactory. The following information is to be recorded on each Job Ticket:

## Invitation for Bid

1. The name of the site.
2. The type of service completed.
3. The date of service.
4. The signature of Site Manager or designee.

Whenever Job Tickets are required, one copy of the Job Ticket is to remain at the site serviced and one copy of the signed Job Ticket is to be submitted with its corresponding invoice as the signed Job Ticket will act as verification of services. One copy is for your files.

**C. Prevailing Wages:**

Prevailing Wages apply to this contract. The prevailing wage number is 2022900621. A copy of Contractor's certified payroll is required to be submitted with invoices prior to payment for services rendered.

**D. Invoices:**

Invoices are to be submitted no later than 30 days from the date on the invoice. Invoices must indicate: Seasonal payment invoice #\_\_ of 6, PO# OPD01- , Contract number, the name of the site(s), the date(s) 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.

To ensure timely processing of payment, the first and last invoices submitted for payment must have a Spring Clean-Up and Fall Clean-Up form attached, respectively, as signed by each Site's Manager or designee after their inspection and approval.

If Job Tickets are implemented, they must be submitted and attached to applicable invoices, as more fully described under **Job Tickets**.

OPWDD Broome DDSOO  
Unit ID: 3660230  
C/O NYS OGS BSC Accounts Payable  
Bldg. 5, 5<sup>th</sup> Floor  
1220 Washington Av.  
Albany, New York 12226-1900

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

**E. Payments:**

Payments will be made as described in Pricing & Payment Structure however services must be provided to meet the specifications within this scope in order to receive payment. 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.

## Invitation for Bid

## Exhibit A – OPWDD Community Sites

Site Name	Site Address	Site Phone Number
<b>Cluster 1 Broome County</b>		
Diane Drive	17 Diane Drive, Binghamton, NY 13904	607-775-2029
Duell Road	291 Duell Road, Binghamton, NY 13904	607-775-5681
<b>Cluster 2 Broome County</b>		
Donna Drive	2315 Donna Drive, Vestal, NY 13904	607-748-6298
Noyes Road	220 Noyes Road, Vestal, NY 13850	607-748-1338
<b>Cluster 3 Broome County</b>		
Deyo Hill	67 Deyo Hill Road, Johnson City, NY 13760	607-729-1191
Farm to Market	1441 Farm to Market Road, Endwell, NY 13760	607-754-1538
Johnson City IRA	415 Main Street, Johnson City, NY 13790	607-729-9308
Judson Ave	1 Judson Ave, Johnson City, NY 13905	607-797-1398
Prospect Street 1	368 Prospect Street, Binghamton, NY 13905	607-729-2348
Prospect Street 2	376 Prospect Street, Binghamton, NY 13905	607-729-2842
<b>Cluster 4 Broome County</b>		
Gouverneurs Lane	68 Gouverneur's Lane, Endicott, NY 13760	607-757-2691
Loder Ave	209 Loder Avenue, Endicott, NY 13760	607-748-7592
Ricky Lane	2916 Ricky Drive, Endwell, NY 13760	607-748-1444
Riverview Drive	2003 Riverview Drive, Endwell, NY 13760	607-785-8297
Scribner Drive	3601 Scribner Drive, Endwell, NY 13760	607-748-3411
Taft Ave	1198 Taft Avenue, Endicott, NY 13760	607-748-4963
Taft Ave II	1198 Taft Avenue, Endicott, NY 13760	607-754-1483
<b>Cluster 5 Broome County</b>		
Gray Street	7 Gray Street, Binghamton, NY 13904	607-722-5457
Harding Avenue	29 Harding Avenue, Binghamton, NY 13903	607-724-1760
Chenango Street IRA	448 Chenango Street, Binghamton, NY 13901	607-722-3307
<b>Cluster 6 Broome County</b>		
Pamela Drive	72 Pamela Drive, Binghamton, NY 13905	607-648-2746
Pembroke	Pembroke Drive, Binghamton, NY 13901	607-648-9244
Peninsula Drive	9 Peninsula Drive, Binghamton, NY 13901	607-648-2971
<b>Cluster 7 Chenango County</b>		
Albany Street	9 Albany Street, Oxford, NY 13830	607-843-7905
Route 220	4205 State Highway 220, Oxford, NY 13830	607-843-8195
<b>Cluster 8 Chenango County</b>		
Sherburne	50 North Main Street, Sherburne, NY 13460	607-674-4730
<b>Cluster 9 Chenango County</b>		
Smithville Flats	386 Round Pond Road, Smithville Flats, NY 13841	607-656-9570
<b>Cluster 10 Delaware County</b>		
Franklin	State Highway 357, Franklin, NY 13775	607-829-2081
Isabel/ Franklin II	9295 St. Route 357, Franklin, NY 13775	607-829-2081
<b>Cluster 11 Delaware County</b>		
Sidney	26 Lincoln Avenue, Sidney, NY 13838	607-563-9242
Sidney (Circle Drive)	28 Lincoln Avenue, Sidney, NY 13838	607-563-9052

## Invitation for Bid

<b>Cluster 12 Delaware County</b>		
<b>Boyer Road</b>	10 Boyer Road, Walton, NY 13856	607-865-7694
<b>Townsend</b>	32 Townsend Street, Walton, NY 13856	607-865-7467
<b>Cluster 13 Otsego County</b>		
<b>Country Estates</b>	284 West Street Extension, Oneonta, NY 13820	607-643-0149
<b>Cluster 14 Otsego County</b>		
<b>Edmeston IRA (Dutch Valley)</b>	790 Dutch Valley Road, Edmeston, NY 13335	607-965-8697
<b>Cluster 15 Broome/Tioga County</b>		
<b>James Avenue IRA</b>	3 Jamie Avenue, Apalachin, NY 13820	607-625-5632
<b>Lancaster Drive IRA</b>	8 Lancaster Drive, Endicott, NY 13760	607-785-5236
<b>Waverly- Carriage House</b>	25 Ithaca Street, Waverly, NY 14892	607-565-4550
<b>Barnes Creek IRA I</b>	300 Barnes Creek Road, Owego, NY 13827	607-687-0919
<b>Barnes Creek IRA II</b>	338 Barnes Creek Road, Owego, NY 13827	607-687-7609
<b>Tracy Road IRA</b>	104 Tracy Road, Waverly, NY 14892	607-565-2222
<b>Cluster 16 Tompkins County</b>		
<b>Peruville IRA</b>	1950 Peruville-McLean Road, Freeville, NY 13068	607-838-3026
<b>Abbott Road IRA</b>	15 Abbott Road, Ithaca, NY 14850	607-257-7204
<b>Aurora Street IRA</b>	618 North Aurora Street, Ithaca, NY 14850	607-272-6391
<b>Lincoln Street (WEST)</b>	214-216 West Lincoln Street, Ithaca, NY 14850	607-277-3970
<b>Pinckney Road IRA</b>	242 Pinckney Road, Ithaca, NY 14850	607-347-4377



### Exhibit B – Spring Clean-Up Form

The following is a sample that you may copy.  
Submit a copy with the invoice after obtaining the Site Manager or designee’s signature.

### Spring Clean-Up Form

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

Name of Contractor \_\_\_\_\_

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

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

I, \_\_\_\_\_ certify that the Spring Clean-up has been completed as  
(Site Manager or designee)

described in the lawn care specifications in the Qualifications and Scope of Work. By signing below, I authorize the payment for Spring Clean-Up be made to the Contractor mentioned above.

Site Manager or designee’s Signature: \_\_\_\_\_

Date \_\_\_\_\_

**Attention Contractor:** The Site Manager or designee will be required to inspect and approve the Spring Clean-Up. Upon approval, the Site Manager or designee will sign. A signed copy of the Spring Clean-Up form must accompany the first invoice to receive compensation.

**Please contact the OPWDD Broome DDSOO Business Office at 607-240-4626 with any questions.**

**Exhibit C – Fall Clean-Up Form**

The following is a sample that you may copy.  
Submit a copy with the invoice after obtaining the Site Manager or designee’s signature.

**Fall Clean-Up Form**

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

Name of Contractor \_\_\_\_\_

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

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

I, \_\_\_\_\_ certify that the Fall Clean-up has been completed as  
(Site Manager or designee)

described in the lawn care specifications in the Qualifications and Scope of Work. By signing below, I authorize the payment for Fall Clean-Up be made to the Contractor mentioned above.

Site Manager or designee’s Signature: \_\_\_\_\_

Date \_\_\_\_\_

**Attention Contractor:** The Site Manager or designee will be required to inspect and approve the Fall Clean-Up. Upon approval, the Site Manager or designee will sign. A signed copy of the Fall Clean-Up form must accompany the first invoice to receive compensation.

**Please contact the OPWDD Broome DDSOO Business Office at 607-240-4626 with any questions.**

## Cost Proposal Form

Please make sure all entries are neat and legible. Carefully follow the directions below and place answers in the appropriate cell. **Complete and submit the entire Cost Proposal Form with Summary & Signature Page, pages 27-30. Do not alter the Cost Proposal Form in any way, as this could result in the bid being disqualified.**

On the Site List below, there are several Clusters containing one or more DDSOO sites. Bidders may choose one or as many Clusters as they wish however, they must include a Seasonal Price for each Site in each Cluster they wish to service, or their bid for that Cluster will not be considered. **If awarded, Bidders will be responsible to provide services for each Site within that Cluster.** You may be awarded one or up to sixteen Clusters.

Place your bids for every Site in the Seasonal Price Per Site column. Add the Seasonal Price Per Site totals and place that sum in the Total Combined Cost Per Season located in the lower right-hand corner of each Cluster (See Example #1).

Transfer each Total Combined Cost Per Season for each Cluster onto the Summary & Signature Page (See Example #2).

### Example #1:

DDSO Site Name	Site Address	Seasonal Price Per Site
<b>Cluster 1 NYS County</b>		
1. Example Site 1	123 Main St, Nice City, NY 12345	\$100.00
2. Example Site 2	321 Main St, Nice City, NY 12345	\$100.00
<b>Total Combined Cost Per Season</b>		<b>\$200.00</b>

### Example #2:

<b>Total Combined Cost Per Season</b>		
<b>Cluster 1</b>	<b>NYS County</b>	<b>\$200.00</b>

OPWDD reserves the right to reject any and all bids. It is strongly recommended that the bidder visit each Site within each Cluster they wish to bid on to understand the specifications. **Being unaware of a Site's specific requirements will not be considered as an acceptable explanation for not meeting contractual obligations.**

The **SEASONAL PRICE PER SITE** is to include the cost of furnishing all said services, travel time, mileage, materials, equipment, supplies, labor, and all other ancillary costs to the satisfaction of the agency and the performance of all work set forth in the specifications. **The TOTAL COMBINED COST PER SEASON will be the basis for the award for each Cluster.**

## Invitation for Bid

DDSO Site Name	Site Address	Seasonal Price Per Site
<b>Cluster 1 Broome County</b>		
1. Diane Drive	17 Diane Drive, Binghamton, NY 13904	\$
2. Duell Road	291 Duell Road, Binghamton NY 13904	\$
<b>Total Combined Cost Per Season</b>		<b>= \$</b>

<b>Cluster 2 Broome County</b>		
1. Donna Drive	2315 Donna Drive, Vestal, NY 13904	\$
2. Noyes Road	220 Noyes Road, Vestal, NY 13850	\$
<b>Total Combined Cost Per Season</b>		<b>= \$</b>

<b>Cluster 3 Broome County</b>		
1. Deyo Hill	67 Deyo Hill Road, Johnson City, NY 13760	\$
2. Farm to Market	1441 Farm to Market Road, Endwell, NY 13760	\$
3. Johnson City IRA	415 Main Street, Johnson City, NY 13790	\$
4. Judson Ave	1 Judson Ave, Johnson City, NY 13905	\$
5. Prospect Street 1	368 Prospect Street, Binghamton, NY 13905	\$
6. Prospect Street 2	376 Prospect Street, Binghamton, NY 13905	\$
<b>Total Combined Cost Per Season</b>		<b>= \$</b>

<b>Cluster 4 Broome County</b>		
1. Gouverneurs Lane	68 Gouverneur's Lane, Endicott, NY 13760	\$
2. Loder Ave	209 Loder Avenue, Endicott, NY 13760	\$
3. Ricky Lane	2916 Ricky Drive, Endwell, NY 13760	\$
4. Riverview Drive	2003 Riverview Drive, Endwell, NY 13760	\$
5. Scribner Drive	3601 Scribner Drive, Endwell, NY 13760	\$
6. Taft Ave	1198 Taft Avenue, Endicott, NY 13760	\$
7. Taft Ave II	1198 Taft Avenue, Endicott, NY 13760	\$
<b>Total Combined Cost Per Season</b>		<b>= \$</b>

<b>Cluster 5 Broome County</b>		
1. Gray Street	7 Gray Street, Binghamton, NY 13904	\$
2. Harding Avenue	29 Harding Avenue, Binghamton, NY 13903	\$
3. Chenango Street IRA	448 Chenango Street, Binghamton, NY 13901	\$
<b>Total Combined Cost Per Season</b>		<b>= \$</b>

<b>Cluster 6 Broome County</b>		
1. Pamela Drive	72 Pamela Drive, Binghamton, NY 13905	\$
2. Pembroke	Pembroke Drive, Binghamton, NY 13901	\$
3. Peninsula Drive	9 Peninsula Drive, Binghamton, NY 13901	\$
<b>Total Combined Cost Per Season</b>		<b>= \$</b>

<b>Cluster 7 Chenango County</b>		
1. Albany Street	9 Albany Street, Oxford, NY 13830	\$
2. Route 220	4205 State Highway 220, Oxford, NY 13830	\$
<b>Total Combined Cost Per Season</b>		<b>= \$</b>

## Invitation for Bid

DDSO Site Name	Site Address	Seasonal Price Per Site
<b>Cluster 8 Chenango County</b>		
1. Sherburne	50 North Main Street, Sherburne, NY 13460	\$
<b>Total Combined Cost Per Season</b>		<b>= \$</b>
<b>Cluster 9 Chenango County</b>		
1. Smithville Flats	386 Round Pond Road, Smithville Flats, NY 13841	\$
<b>Total Combined Cost Per Season</b>		<b>= \$</b>
<b>Cluster 10 Delaware County</b>		
1. Franklin	State Highway 357, Franklin, NY 13775	\$
2. Isabel/ Franklin II	9295 St. Route 357, Franklin, NY 13775	\$
<b>Total Combined Cost Per Season</b>		<b>= \$</b>
<b>Cluster 11 Delaware County</b>		
1. Sidney	26 Lincoln Avenue, Sidney, NY 13838	\$
2. Sidney (Circle Drive)	28 Lincoln Avenue, Sidney, NY 13838	\$
<b>Total Combined Cost Per Season</b>		<b>= \$</b>
<b>Cluster 12 Delaware County</b>		
1. Boyer Road	10 Boyer Road, Walton, NY 13856	\$
2. Townsend	32 Townsend Street, Walton, NY 13856	\$
<b>Total Combined Cost Per Season</b>		<b>= \$</b>
<b>Cluster 13 Otsego County</b>		
1. Country Estates	284 West Street Extension, Oneonta, NY 13820	\$
<b>Total Combined Cost Per Season</b>		<b>= \$</b>
<b>Cluster 14 Otsego County</b>		
1. Edmeston IRA (Dutch Valley)	790 Dutch Valley Road, Edmeston, NY 13335	\$
<b>Total Combined Cost Per Season</b>		<b>= \$</b>
<b>Cluster 15 Broome/Tioga County</b>		
1. James Avenue IRA	3 Jamie Avenue, Apalachin, NY 13820	\$
2. Lancaster Drive IRA	8 Lancaster Drive, Endicott, NY 13760	\$
3. Waverly- Carriage House	25 Ithaca Street, Waverly, NY 14892	\$
4. Barnes Creek IRA I	300 Barnes Creek Road, Owego, NY 13827	\$
5. Barnes Creek IRA II	338 Barnes Creek Road, Owego, NY 13827	\$
6. Tracy Road IRA	104 Tracy Road, Waverly, NY 14892	\$
<b>Total Combined Cost Per Season</b>		<b>= \$</b>
<b>Cluster 16 Tompkins County</b>		
1. Peruville IRA	1950 Peruville-McLean Road, Freeville, NY 13068	\$
2. Abbott Road IRA	15 Abbott Road, Ithaca, NY 14850	\$
3. Aurora Street IRA	618 North Aurora Street, Ithaca, NY 14850	\$
4. Lincoln Street (WEST)	214-216 West Lincoln Street, Ithaca, NY 14850	\$
5. Pinckney Road IRA	242 Pinckney Road, Ithaca, NY 14850	\$
<b>Total Combined Cost Per Season</b>		<b>= \$</b>

## Summary and Signature Page

Total Combined Cost Per Season		
Cluster 1	Broome County	\$
Cluster 2	Broome County	\$
Cluster 3	Broome County	\$
Cluster 4	Broome County	\$
Cluster 5	Broome County	\$
Cluster 6	Broome County	\$
Cluster 7	Chenango County	\$
Cluster 8	Chenango County	\$
Cluster 9	Chenango County	\$
Cluster 10	Delaware County	\$
Cluster 11	Delaware County	\$
Cluster 12	Delaware County	\$
Cluster 13	Otsego County	\$
Cluster 14	Otsego County	\$
Cluster 15	Broome/Tioga County	\$
Cluster 16	Tompkins County	\$

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Bidder Signature	Print Name & Title
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This bid is valid for \_\_\_\_\_ days (Bids shall be valid for not less than 180 days)

Name of Company:

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Address:

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Email Address:

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Federal ID Number:

Telephone:

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Date:

Fax:

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### 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:

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- Please retain our firm on your mailing list.

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

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

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

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

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

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(E-mail)

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(Telephone)

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