Office for People With Developmental Disabilities

KATHY HOCHUL
Governor
WILLOW BAER
Commissioner

OPWDD Contract Management Unit on behalf of:

Long Island Developmental Disabilities State Operations Office

2026 - 2031 Pest Control Service in Nassau and Suffolk Counties

LI 102225

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 4
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 10
G. Notice of Award, Debriefing and Bid Protests 10
H. Public Information Requirements / Confidentiality / Publication Rights 10
I. Affirmative Action 11
J. Prime Contractor's Responsibility 12
K. Public Officer's Law Requirements 12
L. Omnibus Procurement Act 12
M. Contract Execution 13
N. Vendor Responsibility Questionnaire 13
O. Health Information Portability and Accountability Act (HIPAA) 13
P. General Duties and Additional Responsibilities 13
Q. NYS Information Security Breach and Notification Act (NYS Technology Law, § 208) 14
R. Nondiscrimination in Employment in Northern Ireland: MacBride Fair Employment Principles 14
S. Bidder's Certification of Compliance with State Finance Law § 139-k (5) 14
T. Bidder's Affirmation of Understanding and Agreement pursuant to State Finance Law § 139-j (3) and § 139-j (6)(b) 15
U. Bidder Disclosure of Prior Non-Responsibility Determinations 15
V. Non-Collusive Bidding Certification 16
W. Public Officers Law Certification 16
X. Bidder's Affirmation of Understanding Pursuant to State Labor Law § 201-g 17
15. CONSUMER SAFETY INFORMATION 17
16. CONSULTANT DISCLOSURE 17
17. EVALUATION CRITERIA: METHOD OF AWARD 17
QUALIFICATIONS & SCOPE OF WORK 19
COST PROPOSAL FORM 29
NO-BID FORM 35

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. Long Island Developmental Disabilities State Operations Office (hereinafter "OPWDD") is an agency of OPWDD serving Nassau and Suffolk 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

Jennifer Vallely, Contract Management Specialist 1 for
Christopher Davis, Contract Management Specialist 2
Laura Pushkarsh, Associate Director of Contracts
Deborah Klase, Associate Director of Contracts
OPWDD Contract Management Unit
26 Center Circle
Wassaic, New York 12592-2637
Phone: 845-877-6821 ext. 3333 Fax: 845-877-3004
eny.nyc.li.contracthub@opwdd.ny.gov

3. Timetable of Proposal Due Dates

IFB Release Date	12 September 2025
Final Date for Receipt of Questions	26 September 2025
Official Responses to Questions By	3 October 2025
Proposal Due Date – Bid Opening*	**2:00pm, 22 October 2025**
Evaluation & Selection	3 November 2025
Notification of Awards	3 November 2025
Contract start date (subject to change)	1 February 2026

*Bid Opening to be via Microsoft Teams. Please see page 7, 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 Pest Control Service 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 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, New York-Newark-Jersey City, 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 § 8 (220-I), Contractor and its subcontractors must be registered with the New York State Department of Labor (NYSDOL) and submit their Certificate of Contractor Registration at the time of the bid submission for any Article 8 project.

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 and Disability Law. The contract shall be void and of no effect unless the

successful bidder procures such policy and maintains it during the period of the contract. The Workers Compensation Board website can be found here: www.wcb.ny.gov/

(2) Policies covering bodily injury, liability and property damage of the types hereinafter specified, each with limits of liability not less than $1,000,000.00 for all damages arising out of bodily injury, including death at any time resulting there from, sustained by one person in any one accident, and subject to that limit for that person, and not less than $2,000,000.00 for all damages arising out of bodily injury, including death at any time resulting there from, 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: LI 102225**
C/O Jennifer Vallely, CMS 1
26 Center Circle, Building 58, Service Building
Wassaic, New York, 12592-2637

(4) Bid Opening will be done via Microsoft Teams following standard formal bid opening procedures. If bidders wish to "attend", they may do so by calling: **1-518-801-9699 at 2:00pm, 22 October 2025**. Bidders will be asked for a PHONE CONFERENCE ID. Enter Meeting ID **931 885 634 followed by the # sign.**

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

B. References

OPWDD may request bidders to submit work references that will verify that the bidder or its principals have at least three (3) years of relevant experience to complete the work as listed in Qualifications and Scope of Work. Upon request, bidders will have 3 business days to submit such references.

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.

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 listed in Section 2, 'Designated Contact Person(s) For Inquiries & Submission' of this solicitation. 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 & Submission'** of this solicitation. Questions that are emailed must be submitted via email address to eny.nyc.li.contracthub@opwdd.ny.gov, and should reference the IFB title name and number in the subject line of the email.

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

If a bidder discovers a possible error in this IFB, immediately notify the contact person indicated in **Section 2 'Designated Contact Person(s) for Inquiries & Submission'**, of such error and request clarification, correction or modification to this document via email address eny.nyc.li.contracthub@opwdd.ny.gov. All inquiries concerning corrections must reference the IFB title and number in the subject line of the email, and cite the particular bid section and paragraph number in the body of the email. Prospective Bidders should note that any such notice must be given, and all clarification and exceptions including those relating to the term and conditions are to be resolved prior to the proposal submission deadline. If there is a substantial error, the entire bidders list will be notified and the IFB change will be posted on the Contract Reporter, as well as e-mail replies to all bidders. OPWDD shall make IFB modifications, provided that such modification would not materially benefit or disadvantage any particular bidder.

C. OPWDD Rights

(1) OPWDD reserves the right to use any and all ideas presented in any response to the IFB. Selection or rejection of any proposal does not affect this right. OPWDD shall also have unlimited rights to disclose or duplicate, for any purpose whatsoever, all information or other work product developed, derived, documented or furnished by the Bidder under any agreement resulting from this IFB.

(2) In the event of contract award, all documentation produced as part of the contract will become the exclusive property of OPWDD. OPWDD reserves a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use such documentation and to authorize others to do so.

(3) OPWDD reserves the right to:
   a. Reject any or all proposals received in response to this IFB (Invitation for Bid);
   b. Withdraw the IFB at any time, at the agency's sole discretion;
   c. Make an award under the IFB in whole or in part;

d. Disqualify any Bidder whose conduct or proposal fails to conform to the requirements of this IFB. Selection may also include such issues as past performance;
e. Seek clarifications and revisions of proposals;
f. Use proposal information obtained through site visits, management interviews and the State's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the IFB;
g. Bidders are cautioned to verify their Bids before submission, as amendments to Bids or requests for withdrawal of Bids received by the Commissioner after the time specified for the Bid opening, may not be considered;
h. ***Prior to the bid opening***, amend the IFB specifications to correct errors or oversights, or to supply additional information, as it becomes available;
i. ***Prior to the bid opening***, direct bidders to submit proposal modifications addressing subsequent IFB amendments;
j. Change any of the scheduled dates, including start dates, stated herein upon notice to the Bidders;
k. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
l. Waive any requirements that are not material;
m. Negotiate with the successful bidder within the scope of the IFB in the best interests of the state;
n. Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder;
o. Utilize any and all ideas submitted in the proposals received;
p. Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 60 days from the bid opening; and,
q. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidders proposal and/or to determine a bidders compliance with the requirements of the solicitation.

D. Incurred Costs

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

E. Content of Proposals

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

F. Period of Validity

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

G. Notice of Award, Debriefing and Bid Protests

(1) The successful Bidder or its agent shall not make any news releases or any other disclosure relating to this contract award without the explicit approval of OPWDD.

(2) OPWDD will notify all unsuccessful Bidders, at or about the time of bid award, of the fact that their proposals were not selected. Each unsuccessful Bidder may at that time request a debriefing by OPWDD as to why its proposal was not selected. The scope of such debriefings will ordinarily be limited to the strengths and weaknesses of the individual Bidder's proposal unless the contracts resulting from this procurement have been approved by OSC.

(3) Bidders wishing to file protest of the awarding of a bid(s) must notify OPWDD, in writing, of their intent to protest the award within ten (10) working days of their receipt of notice of non-award. The protest should identify the name and number of the IFB and the award date; indicate the bidder's interpretation as to why they feel they were denied the award (i.e., summarize the deficiencies identified during the debriefing) and state their justification for the bid protest. Bid protests must be mailed to NYS OPWDD, Contract Management Unit, 44 Holland Avenue, 3rd Floor, Albany, New York 12229-0001.

H. Public Information Requirements / Confidentiality / Publication Rights

(1) All the proposals upon submission will become the property of OPWDD. Materials / documents produced by the Contractor in the fulfillment of its obligations under contract with OPWDD become the property of OPWDD unless prior arrangements have been made with respect to specific documents.

(2) OPWDD will have the right to disclose all or any part of a proposal to public inspection based on its determination of what disclosure will serve the public interest. Upon approval of the contract by OSC, all terms of the contract become available to the public.

(3) Prospective Bidders are further advised that, except for trade secrets and certain personnel information (both of which OPWDD has reserved the right to disclose), all parts of proposals must ultimately be disclosed to those members of the general public making inquiry under the New York State Freedom of Information Law (NYS Public Officers Law article 6) although proposal contents cannot ordinarily be disclosed by OPWDD prior to bid award.

a. Should a Bidder wish to request exception from public access to information contained in its proposal, the Bidder must specifically identify the information and explain in detail why public access to the information would be harmful to the Bidder. Use of generic trade secret legends encompassing substantial portions of

the proposal or simple assertions of trade secret interest without substantive explanation of the basis therefore will be regarded as non-responsive requests for exception from public access will not be considered by OPWDD in the event of a Freedom of Information request for proposal information is received

(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 33rd Floor, New York, New York 10017, Tel. (646) 846-7364, email: mwbecertification@esd.ny.gov
website: https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp

M. Contract Execution

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

N. Vendor Responsibility Questionnaire

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

O. Health Information Portability and Accountability Act (HIPAA)

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

P. General Duties and Additional Responsibilities

Maintain a level of cooperation with OPWDD necessary for the proper performance of all contractual responsibilities. Agree that no aspect of bidder performance under the Agreement will be contingent upon State personnel, or the availability of State resources, with the exception of all proposed actions of the bidder specifically identified in the Agreement as requiring OPWDD's approval, policy decisions, policy approvals, exceptions stated in the Agreement or the normal cooperation which can be expected in such a contractual relationship or the equipment agreed to by OPWDD as available for the project completion. Cooperate fully with any other contractor that may be engaged by OPWDD.

Agree to meet periodically with OPWDD representatives to resolve issues and problems. Recognize and agree that any and all work performed outside the scope of the Agreement or without consent of OPWDD shall be deemed by OPWDD to be gratuitous and not subject to charge by the bidder.

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

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

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

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

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

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

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

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

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

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

U. Bidder Disclosure of Prior Non-Responsibility Determinations

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

As part of its responsibility determination, State Finance Law § 139-k (3) mandates consideration of whether a bidder fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any bidder that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the bidder is necessary to protect public property or public health safety, and that the bidder is the only source capable of supplying the required Article of Procurement within the necessary timeframe.

The bidder, by submission of its bid certifies that no government entity has made a finding of non-responsibility regarding the individual or entity seeking to enter into this procurement contract. If the individual or entity has had a finding of non-responsibility due to a violation of State Finance Law 139-j or due to the intentional provision of false or incomplete information submitted to a government entity, then the said individual or entity must provide a detailed statement regarding the finding.

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

V. Non-Collusive Bidding Certification

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

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

2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

W. Public Officers Law Certification

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

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

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

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

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

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

15. Consumer Safety Information

OPWDD provides services to individuals exhibiting Pica, which is a medical disorder characterized by an appetite for largely non-nutritive substances, e.g., cigarette butts, paper, gum, etc. Attention to the sanitation and cleanliness of the areas surrounding OPWDD's state operated program sites and residential buildings is very important to the health and safety of those we serve. Please ensure care is taken to properly dispose of cigarette butts and rubbish while on OPWDD property.

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

16. Consultant Disclosure

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

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

17. Evaluation Criteria: Method of Award

A. Contract Award

OPWDD will select the responsible and responsive Bidder that will provide the lowest Total Annual Estimated Pest Control Service Cost. There are seventy-nine (79) sites. All sites included are to be serviced by the bidder who is awarded the contract. All bids must be submitted on an original Cost Proposal Form (pages 29 - 34).

In the event of a tie bid, the award will be made by random selection. Random selection shall be made utilizing random.org/lists/

B. Right to Reject

Only proposals judged to be responsive to the submission requirements set forth in this IFB will be evaluated. An incomplete Cost Proposal Form or any alteration to the Cost Proposal Form may result in your bid not being considered. OPWDD reserves the right to reject any and all offers.

C. Mathematical Errors

If the Bidder submits a cost proposal which contains mathematical errors, the Total Annual Estimated Pest Control Service Cost will be calculated using the pricing submitted for Monthly Routine Scheduled Inspection/Treatment Cost per Site, Non-Routine Service/Treatment Cost per Occurrence, and Bed Bug Treatment Service Cost per Occurrence.

D. Confirmation of Ability to Provide Service

OPWDD reserves the right to confirm any Bidder has the qualifications, experience, ability, and financial standing to perform services as outlined in the scope of work. This may include requesting information regarding equipment, workforce, suppliers, etc.

Qualifications & Scope of Work

The Office for People With Developmental Disabilities (OPWDD) on behalf of the Long Island Developmental Disabilities State Operations Office (DDSOO) requires a qualified Contractor to provide Pest Control Services for sites throughout Nassau and Suffolk Counties. The community sites serve a developmentally disabled population including some people who are medically or physically disabled, as well as some who are confined to wheelchairs. A site listing with addresses, telephone numbers, and estimated square footage is included in Cost Proposal (page 29 - 34).

The Contractor will plan, set-up, and maintain an Integrated Pest Management (IPM) program at each site and will supply all services within the framework of this Scope of Work. The Contractor is to elicit the cooperation of OPWDD staff, and all others concerned to protect the health, safety, and wellbeing of people, staff, and Contractor's employees. The Contractor must ensure compliance with regulations and guidelines. **The Contractor is prohibited from making structural changes to any site.**

A. **Schedule and Time of Service**

1. **Schedules** - Unless otherwise indicated herein, the schedule of times and work will be by mutual agreement directly between the Contractor and OPWDD staff. Services will be provided at such times which will minimize risk of hazards.

2. **Initial Routine Scheduled Service** - Upon contract start date, the Contractor will have thirty (30) days to schedule and complete the initial routine scheduled inspection/treatments for all contracted sites.

3. **Holiday Service** - Service will not be performed on holidays. Regular scheduled service falling on state holidays will be made within the same week. New York State recognized holidays are: New Year's Day, Birthday of Martin Luther King, Jr., Washington's Birthday, Memorial Day, Juneteenth, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Christmas Day.

B. **Qualifications and Experience**

1. Pest Control Technicians assigned to these facilities by the Contractor must possess, and maintain at no cost to the State, the following:
    a. Any certification that may apply to the work, such as New York State certification in category 7a, Structural and Rodent, 7f, Food Processing.
    b. At least one (1) year of recent full-time paid experience in professional pest control with experience in facilities similar to those outlined herein and suitable knowledge of problem pests and the proper and safe use of pesticides.

C. **Service Specifications And Frequency**

1. **Methodology of Service**
    a. **Direction** - OPWDD staff will direct the Contractor and cooperate to ensure that the sites are pest free.
    b. **General Service Procedure** - Contractor will follow the General Service Procedure when reporting for service:

i. **Step 1** - The Contractor reports to OPWDD staff and will sign-in at the appointed time to review the work to be done, namely by checking the Complaint Log and by adhering to the schedule set up with OPWDD staff for each site.
ii. **Step 2** - The Contractor will record all requests for service on their job ticket and proceed to service these requests.
iii. **Step 3** - After completion of the requests, the Contractor will proceed with the routine work, as per the schedule.
iv. **Step 4** - The Contractor, after completion of all the work, will then turn in all documentation and records to OPWDD staff and obtain the necessary signature on job ticket(s) then sign out at the appointed time.

2. **Service Requirements**
   a. **Inspection** - Each site will be inspected at the start of the contract and at regular monthly intervals thereafter for circumstances conducive to pest infestations such as harborage areas, sources of food, water, and means of ingress into the site.
   b. **Identification** - Pests present as indicated by sighting, droppings, and other evidence should be clearly identified so that the appropriate control measures can be selected.
   c. **Control Procedures** - Once each site has been inspected thoroughly and the problem pests identified, the control methods are then determined and implemented through close attention to the following:
      i. **Sanitation** - All sanitary situations affording pests harborage such as food and water are noted and reported to the OPWDD staff for corrective actions.
      ii. **Environment** - Structural and environmental conditions conducive to pest infestations will be reported to OPWDD staff for corrective action. **Contractor is prohibited from making structural changes to any site.**
      iii. **Controls** - Proper and appropriate chemical and non-chemical means of control are to be instituted by the Contractor to reduce the infestations present and maintain each location as pest free as possible and to the satisfaction of OPWDD staff. These control measures will be placed at means of ingress by pests into the site and along their routes of travel (ingress and travel routes are to be determined by the Contractor in the "Inspection" and "Identification" steps above). Chemical and non-chemical applications will also be thoroughly and generally applied throughout the building, as appropriate; along all baseboards; behind bulletin boards, pictures, and furniture; in elevator and equipment rooms; in storage areas, desks, and cabinets; in bedrooms, program rooms, furniture, wheelchairs, closets, and radiators; food areas; etc. Contractor will identify and use chemicals which may legally and safely be utilized for such general applications. **Long Island DDSOO currently uses the Advance Termite Bait System (ATBS) for all sites**. Contractor must continue to use the ATBS system at these sites or provide a comparable bait system approved by OPWDD Staff. If Contractor is approved by Long Island DDSOO to use another more efficient bait system at the sites, the cost of replacing the existing ATBS systems will be at no cost to OPWDD.
      iv. **Evaluation** - The Contractor will be required to continuously monitor

and evaluate the effectiveness of the program monthly in conjunction with OPWDD staff and to maintain such written records of operations in the site as is required by regulatory agencies and as stipulated in the contract specifications.

v. **Education** - Since the effectiveness of an IPM program is heavily dependent on the cooperation of all concerned, the Contractor will conduct an annual seminar for the OPWDD staff from the sites to explain the IPM program and to elicit their support and cooperation. In addition, Contractor will provide training and training materials to OPWDD staff on pest management and elimination as requested by Long Island DDSOO Business Office or designee.

3. **Service Types**
   a. **Routine Scheduled Inspection/Treatment**
      i. Contractor will provide each site with labor, equipment, materials, and chemicals necessary for the control and elimination of common indoor insects, arachnids, rodents, and other pests to include, but not necessarily limited to: Ants, Bed bugs (Inspection Only), Bees, Beetles, Booklice, Cluster Flies, Cockroaches, Crickets, Earwigs, Fleas, Flies, Mice, Moths, Rats, Silverfish, Spiders, Termites, Ticks, Wasps
      ii. All areas of each site will be treated **monthly** as needed.
      iii. All areas of each site (and grounds when deemed necessary) will be subjected to a heavy-duty intensive treatment (e.g., clean-out treatment) as required.
      iv. Any areas of infestation as noted by the House Manager or designee or outlined on the Complaint Log.
   b. **Non-Routine Service/Treatment**
      i. A non-routine service is defined as a sudden and unusually heavy pest infestation occurrence and is such a disruptive nature as to affect the normal operation of a site to the point that the situation cannot wait for the regularly scheduled routine service.
      ii. The Contractor will be available to provide non-routine service and will respond to telephone requests by the site within twenty-four (24) hours, Monday through Friday, or within forty-eight (48) hours, Saturday, Sunday, and Holidays.
      iii. Non-routine service will include a thirty (30) day warranty, and an additional follow up visit completed within the thirty (30) day warranty period. If a reoccurrence of a treated pest issue occurs within the thirty (30) day period, the Contractor will render services until such issue is resolved to the satisfaction of OPWDD.
   c. **Bed Bug Treatment Service**
      i. Routine bed bug inspections are a critical component to successful management but are not uniform in scope and should be tailored to location needs. Contractor is to provide bed bug remediation as requested. Treatment of vans on premise will be included.
      ii. Bed bug treatment will include a thirty (30) day warranty, and an additional follow up visit completed within the thirty (30) day warranty period. If a

reoccurrence occurs within the thirty (30) day period, the Contractor will render services until such issue is resolved to the satisfaction of OPWDD.

d. **Extra Services**

i. "Extra Services" are defined as a severe disruption making a space uninhabitable resulting in a need for immediate removal, such as a swarm of bees inside an occupied room. **Calls requiring immediate same-day service are considered an emergency, not non-routine service, and are not included in this contract.** "Extra Services" outside the scope of this contract are not to be provided without prior authorization. Contractor may provide a price quotation for these "Extra Services" upon request. Authorization of services will be issued prior to commencement of services. OPWDD reserves the right to obtain additional quotes from other vendors.

D. **Chemicals and Materials**

1. **Quality** - Contractor will use only chemicals and materials of the highest quality with proven effectiveness, freshly mixed, formulated, and applied in full compliance with Federal, State, and Local regulations, rules, manufacturer's label instructions, and accepted industry standards as determined by the National Pest Control Association.

2. **Quantity** - Contractor will ensure that the Pest Control Technician(s) maintain a sufficient supply of chemicals and materials to complete the assigned work at each site.

3. **Registry** - Contractor will use only those chemicals currently registered with and approved by the United States Environmental Protection Agency and the New York State Department of Environmental Conservation as applicable to the pests in the locations indicated herein.

4. **Selection** - It is inferred by the herein stated experience, licensing, and certifications that the Contractor is in the daily business of professional pest control and should, therefore reasonably be considered an expert in the use of pest control chemicals, materials, and equipment. Great latitude is therefore extended to the Contractor in the selection of any and all appropriate and lawful pest control means with the approval of the OPWDD staff. However, the Contractor will be required to identify and utilize chemicals and materials which will:
   a. Minimize obnoxious odors,
   b. Effectively kill pest populations,
   c. Lend themselves to legal, safe application in a general and thorough manner throughout the sites, and
   d. Include "Birth Control" and/or "Maturity Inhibitors" and other such agents in addition to "killing" agents. NOTE: These "Birth Control" and/or "Maturity Inhibitors", such as Hybrophene, will be utilized in the thorough general applications described above in addition to the killing agents. They will be applied repeatedly, at intervals designed to render them maximally effective.

5. **Pesticide Application** - Should lack of agreement arise between the Contractor and OPWDD regarding the technical aspects of safe and proper pesticide application practice as it applies to these facilities, referral may be made by the Contractor and site to technical experts and scientists in Federal, State, and Local Regulatory agencies, Health Departments, the National

Pest Control Association, and manufacturers to determine the proper application methods and techniques and to resolve related matters.

6. **Ineffective Chemicals** - In the rare cases where it has been determined that a particular chemical in use at these sites has lost its effectiveness due to a resultant increase in resistance in the target pest population, the Contractor will replace such ineffective chemicals with more effective ones.

7. **Safety and Chemical Data** - Before the start of this contract, the Contractor will provide to OPWDD staff the following safety and technical data for chemicals to be used in these sites:
    a. A list of chemicals and their respective chemical classifications (i.e., organophosphates, chlorinated hydrocarbons, etc.),
    b. Material Safety Data Sheets for each chemical,
    c. Copies of sample labels for each chemical,
    d. Antidote data including a copy of a standard quick reference chart, and
    e. A list of poison control centers and respective telephone numbers as they may apply to the geographic area in which these sites described herein are located.

8. **Sprays and Aerosols** - Use of spray or aerosol pesticides should not be used unless it is absolutely necessary and **only** performed with OPWDD's pre-approval.

9. **Foggers** - No pesticide foggers shall be used under any circumstances, and no pesticides formulated as dusts or sprays, except those that are classified by the United States Environmental Protection Agency (EPA) as an exempt material under Section 40 CFR Part 152.25, shall be used, except with specific approval from the contracting entity based on a written explanation from the contractor as to why less hazardous products are not sufficient.

10. **Notification** - Contractor will place proper public notices or otherwise inform building occupants regarding what pesticides will be applied, where pesticides will be applied, and when pesticides will be applied. Contractor must comply with all local and state regulations codes regarding timely prior notices.

11. **Rodenticides** - All rodenticides, regardless of packaging, should be placed either in locations not accessible to children, wildlife, and domestic animals, or in Environmental Protection Agency (EPA) approved tamper-resistant (often termed tamper-proof) bait boxes. All bait boxes will be labeled (including Contractor's name, address, and telephone number) and dated at the time of installation and each servicing. All bait boxes will be placed and maintained in accordance with EPA regulations with an emphasis on the safety of non-target species to the greatest extent possible. The following three points will be strictly adhered to:
    a. The lids of all bait boxes must be securely locked or fastened shut.
    b. Bait must always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box.
    c. All bait boxes must be securely attached or anchored to the floor, ground, wall, etc., so that the box cannot be picked up or moved.

12. **Baits** – Liquid poison, solid poison, and glue traps will be placed in distinctively marked bait stations of sturdy plastic, metal, or wood construction (**no paper or cardboard stations**). Traps should be placed out of general view and located in areas normally inaccessible to

users of the facilities, particularly people, children, and pets. They should be located so as not to be affected by routine cleaning. Covered bait stations will be used in dietary areas and food processing, storage, and handling areas. Paraffinized or weather resistant baits will be used in damp and wet areas.

13. **Placement/Maintenance of Bait Station and Traps**
    a. OPWDD provides services for many people with special needs. In many of our sites, we have people who exhibit Pica behavior. Pica is a medical disorder characterized by an appetite for largely non-nutritive substances, e.g., cigarette butts, paper, gum, etc. This should be considered during all aspects of pest elimination.
    b. Bait stations and traps will be appropriate for the sites, pests, and baits to be used. Contractor will make seasonal adjustments such as color of bait trap, quantity of traps, and location of traps, as necessary. The Contractor must keep a record showing the location and service schedule for all such stations and traps.
    c. All bait stations and traps will be inspected at every service visit and will be maintained in a clean and serviceable condition with adequate supplies of fresh baits. OPWDD staff will make daily inspections of traps to remove dead and dying rodents during any active rodent infestations, but the Contractor is required to remove dead and dying rodents during regular service visits. Where obnoxious odors may result from dead rodents, the Contractor will apply proper masking and deodorizing agents with the consent of OPWDD staff.
    d. All bait stations and traps will have such tags or labels affixed so as to enable the Pest Control Technician to enter their signature and date after each service. All bait station and trap locations will be marked by placement of a distinctively colored removable self-adhesive sticker placed on the nearest wall or column to make quick identification of each location.
    e. The Contractor will make a floor plan of each area where bait stations and traps are located, number each bait station and trap, and enter the location of each numbered bait station and trap on the diagram. These floor plans or diagrams will be kept with the other records required to be kept on the facilities as indicated herein. A Rodent Control Service Record Form, which contains a detailed report of trap servicing and monitoring, will be completed indicating the service of each bait station and trap and turned in at the completion of each service visit as required by OPWDD.

14. **Safe Operation** - The Contractor will exercise extreme caution in its application of pesticides and other operations so as not to endanger, injure, unreasonably interfere with, or delay the activities of people and other staff at the sites, result in damage to property, or have any other harmful effect on the premises. The Contractor will ensure, in addition to other safety measures that:
    a. All chemicals and harmful devices will be safely conveyed in original containers or packaging or in-service containers that are properly labeled as required by law and fully secured against unauthorized use while on the premises of the sites.
    b. No restricted use pesticides are to be sold or given away to anyone on the site, as required by law.
    c. Chemicals and baits will be placed in such a manner as to prevent exposure or come into frequent contact with persons at each site.
    d. All pesticides are to be applied strictly in accordance with, and not exceeding, the manufacturer's label instructions as required by law.

15. **Special Applications -** The Contractor will provide OPWDD with written instructions, guidelines, and procedures for the preparation prior to, during, and after such special applications to ensure a safe, successful treatment. Critical areas of these locations include such areas as dietary, food handling and storage, food preparation areas, electronic equipment, computer areas, and so on. These instructions, guidelines, and procedures will be based on standard industry practice as determined by the National Pest Control Association as they apply to the premise of these facilities.

E. **Additional Requirements**

1. Upon award of the contract, Contractor will identify and provide contact information to the Long Island DDSOO Business Office for the individual who will act as the On-site Supervisor. This person will have the authority to act on matters pertaining to the performance of services required under the contract on behalf of Contractor. This individual will assure safety and carry out coordination and continuity of the program routine. The Supervisor must possess a working knowledge of this contract and the detailed Pest Elimination Plan Schedule for OPWDD. The Supervisor must also meet the minimum qualifications identified for Pest Elimination Technicians.

2. Pest Control Technicians will wear a distinct uniform with the company's name displayed and present a clean, neat, and professional appearance when servicing the sites. The Contractor and their employees must always have proper company identification while on OPWDD property.

3. Contractor will supply and ensure that each Pest Control Technician assigned to OPWDD sites maintains the necessary and required equipment for the safe use and application of all materials as required by the specific site conditions. This may include, but is not limited to, bump hats, work gloves, quality flashlights, boots, clipboards, and miscellaneous tools.

4. Contractor will be responsible for the orientation of replacement personnel who are not familiar with facilities to be serviced. Such replacement personnel will be familiar with both the sites and the ongoing interventions.

5. Contractor and their employees will maintain the highest standard of conduct and integrity while on site premises. Contractor will cooperate with House Manager and staff and will comply with the safety and security requirements imposed by the site.

6. The Contractor will adhere to all policies and regulations of OPWDD, including but not limited to smoking, drugs, parking, etc., and must always remain diligent and professional while performing these services on OPWDD property.

7. Computer, microchip, and other such similar sensitive electronic equipment will not be treated under any circumstances or conditions with any pesticides or other chemicals. Only mechanical means, appliances, and devices containing no vapor-emitting components may be used.

8. The progress of the work outlined herein will always be under the direction of the facility and all work will be subject to inspection as to workmanship, quality and quantity, approval,

and acceptance by the facility whose decision in these matters will be final and binding upon the Contractor.

5. All work performed under this agreement may be reviewed periodically by officers of the New York State Office of General Services (OGS), Officials of City, State, and Federal regulatory agencies, technical experts, and consultants to ensure that the work is safe and in compliance with all applicable laws, regulations, statutes, and the term of this agreement.

6. The Contractor on completion of the work at each service visit will obtain the signature of OPWDD staff on worksheet(s) and job ticket(s) as certification that the work as specified has been done satisfactorily. Failure to obtain valid signatures will result in lack of payment for the work.

F. **Record Keeping**

1. All records and reports are to be included with routine services and are to be completed monthly. Full and complete written records will be maintained at each site by the Contractor to meet legal and regulatory requirements and will include, but not limited to the following:
    a. **Sanitary Inspection Reports** - Inspections will be monthly. Additional services may be required if deemed necessary by OPWDD staff.
    b. **Treatment and Pesticide Usage Reports** - These reports must be maintained to satisfy requirements and must contain the following minimum information:
        i. Problem pest identification,
        ii. Pesticide applied and rate of application,
        iii. Location of infestation and treatment,
        iv. Date of treatment,
        v. Signature of certified Pest Control Technician, and
        vi. Signature of OPWDD staff attesting to the work completed.
    c. **Follow Up Reports** - Regular reports will be submitted to OPWDD staff indicating progress or lack of progress achieving the control and elimination goals of problem pest infestations.
    d. **Non-Routine Service Requests** - Records of requests for Non-Routine Service treatments other than routine scheduled service will be kept and must include the following information:
        i. Date of request or call,
        ii. Name of person making the request,
        iii. Site and telephone number of person making the request,
        iv. Area specific location and time of the pest problem,
        v. Problem pest identified,
        vi. The number of problem pests observed,
        vii. Date and time of treatment,
        viii. Signature of certified Pest Control Technician performing the work, and Signature of OPWDD staff verifying work completed
    e. **Bait Station, Trap Records, and Rodent Control Service Reports** - Reports will be completed during each service visit. For more detailed specifications, see D. Chemicals and Materials, 13. Placement/Maintenance of Bait Station and Traps.
    f. **Sign-In/Sign-Out Log** - The Contractor is required to complete the site's sign-in/sign-out log when reporting for each visit and completing service.

g. **Complaint Log** - The Contractor must review each site's Complaint Log when reporting for service. The log will detail areas of infestation noted by OPWDD staff.

G. **Liability, Property Damage And Restoration**

1. In the event the Contractor fails to provide services as stated in the Scope of Work, within the time frames specified, and OPWDD is required to procure services from another vendor, the Contractor may be held liable for any costs over and above the contractual price for the site(s) involved. In such a situation, the additional cost for these services will be billed to the Contractor or payment will be reduced for the additional costs incurred.

2. Any property damage caused by or occurring during work performed by the Contractor or their employees is to be corrected to the condition existing prior to start of the job.

3. If the delivery of materials or any other work necessitates the Contractor or their suppliers to drive on the lawn for any reason, the Contractor will be held responsible for repair of the lawn. Personal vehicles are not to be parked on the lawn.

H. **Additional Information**

1. **The Contractor is advised that the buildings listed for service may have been constructed prior to 1980 and materials used during the construction may be asbestos containing materials (ACM) as defined by the Occupational Safety and Health Act of 1970 (and any revision since) as well as by Part 56 of Title 12 or the Official Compilation of Codes, Rules and Regulations of the State of New York (12NYCRR Part 56).**

2. **All suspect materials (flooring, surfacing material, and Thermal System Insulations) will be considered to be ACM regardless of the age of building until proven otherwise by appropriate bulk sampling and laboratory analyses.**

3. **OPWDD will provide the Contractor with a listing of all known materials and locations of such in each of the buildings included for services.**

4. **The Contractor will provide training as required to all employers as required by OSHA regulations and provide documentation such was conducted to the owner.**

I. **Accounting**

1. **Job Tickets** - Job Tickets are to be presented to the House Manager or designee upon completion of service. It is advised that the Job Ticket be a three-part form. One copy of the Job Ticket is to remain at the site serviced. One copy of the signed Job Ticket is to accompany the invoice for services. The signed ticket acts as verification of services, a requirement for payment. One copy is for your files. House Manager or designee will sign Job Tickets if service is satisfactory. The following information is to be recorded on each Job Ticket:
   a. The name of the site,
   b. The detailed information on the type of service(s) completed,
   c. The date of service,
   d. Whether service was routine or requested by OPWDD, and

e. The signature of OPWDD Staff.

2. **Prevailing Wages** - Prevailing Wage applies to this contract. The PRC number for this contract is PRC#**2025900987**. A copy of Contractor's certified payroll is required to be submitted with invoices prior to payment for services rendered.

3. **Invoices** - Invoices must indicate invoice number, PO# OPD01- , contract number, the name of the site, the date of service, and the type of service rendered. **Invoices for Monthly Routine Scheduled Inspection/Treatment services must be submitted on a consolidated invoice covering all contracted sites and are to be submitted for payment within thirty (30) days of the conclusion of the month.** Non-routine service calls should be invoiced as services are needed and are to be submitted within thirty (30) days of warranty period expiration. All invoices must have a signed Job Ticket attached and should be submitted to:

OPWDD Long Island DDSOO
Unit ID: 3660237
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. Information regarding eInvoicing may be found at https://bsc.ogs.ny.gov/nys-vendors.

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

Cost Proposal Form

Instructions:

There are seventy-nine (79) sites. All sites included are to be serviced by the bidder who is awarded the contract. Bidders must include complete pricing for all sites for their bid to be considered.

OPWDD will select the responsible and responsive Bidder that will provide the lowest Total Annual Estimated Pest Control Service Cost which is calculated by totaling the following costs:

- Total Annual Routine Scheduled Inspection/Treatment Cost
- Total Estimated Annual Non-Routine Service/Treatment Cost
- Total Estimated Annual Bed Bug Treatment Service Cost

Total Annual Routine Scheduled Inspection/Treatment Cost is calculated as follows:
Enter your Monthly Routine Scheduled Inspection/Treatment Cost for each site.

Next add together the Monthly Routine Scheduled Inspection/Treatment Costs for all sites to equal the Total Monthly Routine Scheduled Inspection/Treatment Cost.

Then multiply the Total Monthly Routine Scheduled Inspection/Treatment Cost by 12 to equal the Total Annual Routine Scheduled Inspection/Treatment Cost.

Total Estimated Annual Non-Routine Service/Treatment Cost is calculated as follows:
Enter your Non-Routine Service/Treatment per Occurrence cost.

Then multiply your Non-Routine Service/Treatment per Occurrence cost by 82 to equal the Total Estimated Annual Non-Routine Service/Treatment Cost.

Total Estimated Annual Bed Bug Treatment Service Cost is calculated as follows:
Enter your Bed Bug Treatment Service per Occurrence Cost.

Then multiply your Bed Bug Treatment Service per Occurrence Cost by 2 to equal the Total Estimated Annual Bed Bug Treatment Service Cost.

Please double check your math. Refer to page 17, #17 Evaluation Criteria: Method of Award**,** for more information. Estimated occurrences are estimates only. Payment will be made on actual services rendered. Ensure your bid submission includes the complete Cost Proposal (pages 30 -34).

Any alteration of the Cost Proposal Form may result in disqualification of the bid. OPWDD reserves the right to reject any and all offers.

Total Annual Routine Scheduled Inspection/Treatment Cost				
County	**Address**	**Phone Number**	**Sq Footage**	**Monthly Routine Scheduled Inspection/Treatment Cost per Site**
Nassau	2541 Natta Boulevard Bellmore NY 11710	516-785-6374	1,761	
Nassau	7 North Butehorn Bethpage NY 11714	516-935-6703	1,855	
Nassau	12 Maple Avenue Farmingdale NY 11735	516-756-2613	2,700	
Nassau	830 David Street Franklin Square, NY 11010	516-292-2768	1,221	
Nassau	330 Nassau Boulevard Garden City Park, NY 11040	516-248-5157	3,050	
Nassau	1 Ketcham Road Hicksville NY 11801	516-938-2423	1,316	
Nassau	14 Pearsall Avenue Lynbrook, NY 11563	516-887-1578	2,262	
Nassau	111 Hempstead Avenue Malverne NY 11565	516-887-1363	5,324	
Nassau	1059 Park Boulevard Massapequa Park, NY 11762	516-541-3548	1,598	
Nassau	604 Woodbury Road Plainview, NY 11803	516-938-9633	1,488	
Nassau	102 Debevoise Avenue Roosevelt NY 11575	516-867-8819	2,045	
Nassau	1150 Merritts Road Farmingdale, NY 11735	516-694-4199	2,316	
Nassau	273 South Wood Circle Syosset, NY 11507	516-921-9655	2,726	
Nassau	536 Front Street Hempstead, NY 11550	516-576-5028	3,000	
Nassau	566 Greenway East West Hempstead NY, 11552	516-485-6584	1,925	
Nassau	170 Dupont Street Plainview, NY 11803	516-576-5026	11,000	
Suffolk	22 Green Avenue Amityville, NY 11701	631-598-5824	2,800	
Suffolk	718 Middle Road Bayport, NY 11705	631-472-5729	1,511	
Suffolk	166 Division Avenue Blue Point, NY 11715	631-363-7328	1,696	
Suffolk	9 Chapel Road Brookhaven, NY 11719	631-286-4929	1,439	
Suffolk	11 Sprague Drive Center Moriches, NY 11934	631-878-9187	2,661	
Suffolk	206 Oxhead Road, Bldg. A Centereach, NY 11720	631-580-4601	3,333	

Total Annual Routine Scheduled Inspection/Treatment Cost continued				
Suffolk	206 Oxhead Road, Bldg. B Centereach, NY 11720	631-580-4609	3,333	
Suffolk	65 North Washington Avenue Centereach, NY 11720	631-285-7273	2,810	
Suffolk	2 Marshmallow Drive Commack, NY 11725	631-368-9437	3,382	
Suffolk	2 Pam Drive Commack, NY 11725	631-864-7041	3,454	
Suffolk	1122 Old Town Road Coram, NY 11727	631-698-4791	1,700	
Suffolk	85 West Yaphank Road - A Coram, NY 11727	631-736-6901	7,306	
Suffolk	85 West Yaphank Road - B Coram, NY 11727	631-736-6902	7,306	
Suffolk	8 Northridge Drive Coram, NY 11727	631-473-0969	1,909	
Suffolk	30 Bagatelle Road Dix Hills, NY 11747	631-271-9352	2,383	
Suffolk	26 East Moriches Boulevard East Moriches, NY 11940	631-878-4217	2,059	
Suffolk	8 North Morris Avenue Farmingville, NY 11738	631-696-8172	2,048	
Suffolk	211 Lenox Road Huntington Station, NY 11746	631-385-9239	1,619	
Suffolk	115 Manor Road Huntington, NY 11743	631-261-1362	2,869	
Suffolk	184 West Shore Road Huntington NY 11743	631-673-2224	3,971	
Suffolk	315 Little Plains Road Huntington, NY 11743	631-757-3851	6,344	
Suffolk	57 Washington Avenue Islip Terrace, NY 11752	631-224-4188	1,742	
Suffolk	17 West Birch Street Islip, NY 11751	631-859-3746	1,063	
Suffolk	44 Timbertrail Lane Medford, NY 11763	631-345-6831	1,882	
Suffolk	123 Carmen Road Melville, NY 11747	631-271-6222	4,942	
Suffolk	129 Carman Road Melville, NY 11747	631-271-6226	4,720	
Suffolk	195 Old South Path Melville, NY 11747	631-427-0743	1,702	
Suffolk	197 Old South Path Melville, NY 11717	516-576-5028	3,800	
Suffolk	214 Old South Path Melville, NY 11747	631-547-1747	1,166	

Total Annual Routine Scheduled Inspection/Treatment Cost continued				
Suffolk	218 Old South Path Melville, NY 11747	631-547-0661	1,219	
Suffolk	220 Old South Path Melville, NY 11747	631-547-0666	2,204	
Suffolk	25 Echo Lane Melville, NY 11747	631-385-3125	3,500	
Suffolk	901 Melville Estates Melville, NY 11747	516-576-5028	5,600	
Suffolk	902 Melville Estates Melville, NY 11747	516-576-5028	5,272	
Suffolk	903 Melville Estates Melville, NY 11747	516-576-5028	5,600	
Suffolk	904 Melville Estates Melville, NY 11747	516-576-5028	5,272	
Suffolk	905 Melville Estates Melville, NY 11747	516-576-5028	5,600	
Suffolk	906 Melville Estates Melville, NY 11747	516-576-5028	5,272	
Suffolk	907 Melville Estates Melville, NY 11747	516-576-5028	5,600	
Suffolk	908 Melville Estates Melville, NY 11747	516-576-5028	5,600	
Suffolk	909 Melville Estates Melville, NY 11747	516-576-5028	5,272	
Suffolk	910 Melville Estates Melville, NY 11747	516-576-5028	5,600	
Suffolk	911 Melville Estates Melville, NY 11747	516-576-5028	5,272	
Suffolk	912 Melville Estates Melville, NY 11747	516-576-5028	5,190	
Suffolk	913 Rainbow Commons Melville, NY 11747	516-576-5028	5,600	
Suffolk	914 Rainbow Commons Melville, NY 11747	516-576-5028	5,272	
Suffolk	915 Rainbow Commons Melville, NY 11747	516-576-5028	5,600	
Suffolk	916 Rainbow Commons Melville, NY 11747	516-576-5028	5,190	
Suffolk	917 Rainbow Commons Melville, NY 11747	516-576-5028	5,600	
Suffolk	918 Rainbow Commons Melville, NY 11747	516-576-5028	5,600	
Suffolk	919 Rainbow Commons Melville, NY 11747	516-576-5028	5,600	
Suffolk	920 Rainbow Commons Melville, NY 11747	516-576-5028	5,272	

Total Annual Routine Scheduled Inspection/Treatment Cost continued				
Suffolk	921 Rainbow Commons Melville, NY 11747	516-576-5028	5,600	
Suffolk	922 Rainbow Commons Melville, NY 11747	516-576-5028	5,190	
Suffolk	923 Rainbow Commons Melville, NY 11747	516-576-5028	5,272	
Suffolk	924 Rainbow Commons Melville, NY 11747	516-576-5028	5,790	
Suffolk	2 Groton Drive Port Jefferson Station, NY 11776	631-474-8039	2,678	
Suffolk	64 Ridge Road (A House) Ridge, NY 11961	631-924-9601	7,555	
Suffolk	64 Ridge Road (B House) Ridge, NY 11961	631-924-9605	7,555	
Suffolk	64 Ridge Road (C House) Ridge, NY 11961	631-924-9609	7,555	
Suffolk	331 Holbrook Road Ronkonkoma, NY 11779	631-585-2458	2,911	
Suffolk	772 Hawkins Avenue Ronkonkoma, NY 11779	631-737-6509	2,596	
Suffolk	53 Wyanet Street Selden, NY 11784	631-736-4491	4,934	
Total Monthly Routine Scheduled Inspection/Treatment Cost (Sum of all Monthly Routine Scheduled Inspection/Treatment Costs per Site)			=	$ -
Months per year			**x**	**12**
Total Annual Routine Scheduled Inspection/Treatment Cost			=	$ -

Total Estimated Annual Non-Routine Service/Treatment Cost		
Non-Routine Service/Treatment per Occurrence Cost		
Estimated Annual Occurrences	x	**82**
Total Estimated Annual Non-Routine Service/Treatment Cost	=	$ -

Total Estimated Annual Bed Bug Treatment Service Cost		
Bed Bug Treatment Service per Occurrence Cost		
Estimated Annual Occurrences	x	**2**
Total Estimated Annual Bed Bug Treatment Service Cost	=	$ -

Summary and Signature Page

Total Annual Routine Scheduled Inspection/Treatment Cost		
Total Estimated Annual Non-Routine Service/Treatment Cost	+	
Total Estimated Annual Bed Bug Treatment Service Cost	+	
Total Annual Estimated Pest Control Service Cost	=	

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: Email:

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.