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Governor

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Acting Commissioner

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Executive Deputy Commissioner

OPWDD Contract Management Unit on behalf of:

Sunmount Developmental Disabilities State Operations Office

2022-2027 Lawn and Landscape Maintenance Services in Essex, Hamilton, and St. Lawrence Counties

SUN 020122

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. Sunmount Developmental Disabilities State Operations Office (hereinafter "OPWDD") is an agency of OPWDD serving Clinton, Essex, Franklin, Hamilton, Jefferson and St. Lawrence 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, CMS 1 for
Laura Pushkarsh, CMS 2
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	06 January 2022
Final Date for Receipt of Questions	13 January 2022
Official Responses to Questions By	20 January 2022
Proposal Due Date – Bid Opening*	**2:00 PM, 01 February 2022**
Evaluation & Selection	08 February 2022
Notification of Awards	08 February
Contract start date (subject to change)	25 March 2022

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

OPWDD has sole discretion to change the above dates

4. Objective of this IFB

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

5. General Description of Services

This IFB is for interested bidders to submit a bid for **Lawn and Landscape Maintenance Services** for OPWDD sites, according to the specifications, terms and conditions as enumerated in "Scope of Work" of this IFB.

6. Site Inspections

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

7. Notice to Potential Bidders

Receipt of these bid documents does not indicate OPWDD has pre-determined any vendor qualifications to receive a contract award. Such determination will be made after the bid opening and will be based upon an evaluation of all bid submissions and compared to the specific requirements and qualifications contained in these bid documents.

8. Term of the Contract

The term of this contract will be defined in the Contract Agreement, but is anticipated to be a 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. At the completion of the initial year, OPWDD or the Contractor may give notice or request an annual price adjustment for the subsequent year. The notice or request must be submitted in writing 30 days prior to the contract anniversary date or renewal date. OPWDD has the sole discretion in determining the rate to be approved. The adjustment shall be based upon the "CPI-U", not seasonally adjusted, Northeast Region, all items - with the adjustment calculated on a 12-month percent change based on the month 60 days prior to the contract anniversary. Any price adjustment shall not exceed 3.0% per annum.

10. Wage and Hours Provisions

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department.

Pursuant to § 9 (A), Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

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

11. Subcontracting

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

12. Insurance

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

A. The Contractor shall furnish to OPWDD a Certificate or Certificates in a form satisfactory to the Agency, showing compliance with the requirements of this section. The State of New York Office for People with Developmental Disability will be expressly named as additional insured on each policy in accordance with above. Certificates of insurance should be forwarded to the OPWDD with the signed agreement and thereafter annually on the contract anniversary date. Certificates shall state the policies shall not be changed or cancelled until 30 days written notice has been given to OPWDD. Required insurances are:

(1) A policy covering the obligations of the successful bidder in accordance with the Workers' Compensation Law. The contract shall be void and of no effect unless the successful bidder procures such policy and maintains it during the period of the contract. The Workers Compensation Board website can be found here: www.wcb.ny.gov/

(2) Policies covering bodily injury, liability and property damage of the types hereinafter specified, each with limits of liability not less than $1,000,000.00 for all damages arising out of bodily injury, including death at any time resulting there from, sustained by one person in any one accident, and subject to that limit for that person, and not less than $2,000,000.00

for all damages arising out of bodily injury, including death at any time resulting there from, 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: SUN 020122**
C/O Jennifer Vallely, CMS1
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 **at 2:00pm on the 1st of February 2022** by following the Meeting link below:
https://meetny.webex.com/meetny/j.php?MTID=m48228686026d08b489caa44033c43924

for Web Ex Meeting number: 161 294 0868 Password: 82xTgAQivE9
or by calling: 1-518-549-0500 and using Access code: 161 294 0868.

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 Laura Pushkarsh, CMS 2, Laura.x.Pushkarsh@opwdd.ny.gov. The Restricted Period for this procurement begins with the date of the advertisement in the NYS Contract Reporter and will end when the NYS Office of the State Comptroller has approved the contract. All contact during the Restricted Period regarding this procurement must be made with the OPWDD designated contact person.

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

B. Questions Regarding this Procurement

All questions regarding this procurement must be submitted in writing, by fax, mail, or e-mail to the contact person listed in **Section 2, 'Designated Contact Person(s) For Inquiries & Submissions'** of this solicitation. Questions that are emailed must be submitted via email address to eny.nyc.li.contracthub@opwdd.ny.gov, and should reference the IFB title name and number in the subject line of the email.

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

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

C. OPWDD Rights

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

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

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

d. Disqualify any Bidder whose conduct or proposal fails to conform to the requirements of this IFB. Selection may also include such issues as past performance;
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, New York, New York 10017, Tel. 212.803.2414, email: mwbecertification@esd.ny.gov
website: http://esd.ny.gov/MWBE/directorySearch.html

M. Contract Execution

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

N. Vendor Responsibility Questionnaire

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

O. Health Information Portability and Accountability Act (HIPAA)

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

P. General Duties and Additional Responsibilities

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

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

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

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

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

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

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

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

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

In accordance with New York State Finance Law § 139-k (5), the bidder, by submission of this bid, certifies that they are subject to the provisions of State Finance Law §§ 139-k and

139-j and all information provided to OPWDD with respect to State Finance Law § 139-k is complete, true, and accurate.

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

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

U. Bidder Disclosure of Prior Non-Responsibility Determinations

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

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

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

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

V. Non-Collusive Bidding Certification

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

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

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

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

W. Public Officers Law Certification

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

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

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

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

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

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

15. Consumer Safety Information

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

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

16. Consultant Disclosure

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

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

17. Evaluation Criteria: Method of Award

There are five (5) Clusters; each cluster will be evaluated separately. OPWDD will select the responsible and responsive Bidder(s) that will provide the lowest Annual Estimated Cost per Cluster.

Vendors may bid on one or multiple clusters and multiple contracts may be awarded. All sites included in a cluster are to be serviced by the bidder who is awarded the contract for that cluster. Only proposals judged to be responsive to the submission requirements set forth in this IFB will be evaluated. Any alteration of the cost proposal form may result in disqualification of the bid. OPWDD reserves the right to reject any and all offers.

The Cost Proposal Form provides an Estimated Number of Annual Events. This is an estimate only. Payment will be made on actual services rendered.

Annual Estimated Cost per Cluster will be calculated as follows:
A: Per event Mow/Trim cost per Location
B: Per event Mow/Trim Cost (A) multiplied by 25 (number of estimated events)
C: Spring Cleanup Cost per location
D: Fall Cleanup Cost per location
E: Sum of B + C + D per location
F: Annual Estimated Cost for Cluster equals the sum of all Total Costs per Location in that cluster.

Record all Annual Estimated Costs for Clusters on which you are bidding, on page 29 of the Cost Proposal. Please complete the signature section.

In the event of mathematical errors, calculations will be done using A: Per event Mow/trim cost, C: Spring Cleanup costs, and D: Fall Cleanup costs per location.

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

Qualifications & Scope of Work

The Office for People With Developmental Disabilities (OPWDD) oversees the Sunmount Developmental Disabilities State Operations Office (DDSOO) and requires a qualified Contractor to provide **Lawn and Landscape Maintenance Services** at various community residences located in Essex, Hamilton, and St. Lawrence Counties. The residences are home to a developmentally disabled population including some individuals who are medically or physically disabled, as well as some who are confined to wheelchairs. Community residences are grouped into clusters for service. Refer to Exhibit A – Cluster Information.

The Contractor shall, during the term of this Agreement, perform all Lawn and Landscaping Maintenance Services described and specified in this Scope of Work.

DETAILED SPECIFICATIONS

The Contractor shall provide Lawn and Landscape Maintenance Services. All labor, materials (including wood chips/mulch, topsoil, seed), and equipment necessary to complete the services 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 residences, for which they are under contract. The Contractor is required to meet with the House Leader or designee prior to each lawn care season unless such meeting is waived by each property's House Leader (HL). All equipment used in this service must meet the manufacturer's safety requirements and be properly installed and functional. All equipment must be operated in a safe manner.

The Lawn and Landscape Maintenance Services season consists of 3 phases: 1) Spring clean-up, 2) Mowing and trimming of lawns (25 cuts), 3) Fall clean-up/winterization. **Each residence has unique specifications as to the work to be performed at that property as listed in Exhibit A.** In addition, Contractor should be responsive to House Leader call backs.

Contractor shall also provide all labor, equipment, material, and service necessary for the restoration and repair of all disturbed areas. Contractor is required to establish a smooth, acceptable lawn, free of eroded or bare areas.

Contractor will provide to OPWDD's Sunmount DDSOO Business Office and the residences, all business telephone numbers including cell numbers.

I. SCHEDULING OF SERVICES

The Contractor will be able to perform the work daylight until dusk, Monday through Saturday.
The Contractor must negotiate a timetable/schedule, when the services are to be performed, with the House Leader. Arrangements for access will be made via the HL.

II. SERVICES REQUIRED

A. **PHASE 1 - SPRING CLEAN-UP** (Once per season)

1. Thorough raking of established lawn area, total clean-up of accumulated winter debris.
2. Topsoil repair of lawn area from winter activity (snow plowing, parking, etc.).
3. Reseeding of damaged areas.
4. Replace wood chips/mulch in bed areas as needed.
5. Trimming of hedges and shrubs to uniform and neat appearance as required for type and style.
6. Weeding of flower beds, raised beds and all mulched areas. Weeds shall be pulled from the roots.
7. Clear driveway and sidewalks of sand, salt, and winter debris.
8. Remove and dispose of all yard debris off site.
9. Any unique specifications as listed in Exhibit A for each residence.

B. **PHASE 2 - MOWING AND TRIMMING OF LAWN** (Estimated 25 times per season)

1. Mowing: Mowing of all established lawn areas on property or as identified by the House Leader or designee. Grass shall be maintained at a height of 2½" to 3½" as conditions dictate. Central air conditioning units shall be kept free of grass clippings.
2. Edging/String Trimming: String Trimming of all areas including alongside bedding areas, walkways, driveways, adjacent to all building foundations, decks, porches, ramps, mailboxes, fuel tanks, generators, dumpsters, hedges, signs, fences, parking bumpers, fire hydrants, curbs, streetlight poles, transformers, base of trees and anything else not identified in this section within the areas identified to be mowed will be the Contractor's responsibility.
3. Grass and Debris Removal: Grass clippings are to be collected and removed from driveways, walkways, patios, etc. Debris including pinecones and needles, leaves, sticks, and branches are also to be removed. Contractor will be responsible for pickup of limbs up to 3" in diameter. Anything over 3" in diameter the Contractor shall notify the House Leader for assistance. The Contractor will pick up all limbs and debris prior to the mowing of the parcels. Mowing up or over of limbs in an effort to "mulch" them into the lawn will not be allowed.
4. Rake, when necessary: Any failure on the Contractor's part to maintain the lawns as specified above which cause the lawns to not always appear in a presentable condition, e.g., wait too long between mowing which causes the lawns to appear ragged with clumps of grass, will require the Contractor to rake those sites each time and make them presentable at no additional cost to this contract.
5. Any unique specifications as listed in Exhibit A for each residence.

C. **PHASE 3 - FALL CLEAN-UP/WINTERIZATION** (Once per season)

1. Final mowing of established lawn area.
2. Clean-up, removal, and disposal of accumulated debris (leaves, branches, etc.).
3. Install protective covers over shrubs, hedges, or trees if required (material to be supplied by

OPWDD).

4. Trimming of hedges and shrubs to uniform and neat appearances as required for type and style.
5. Weeding of flower beds, raised beds and all mulched areas. Weeds shall be pulled from the roots.
6. Any unique specifications as listed in Exhibit A for each residence

III. EXTRA SERVICES

"Extra Services" are not to be provided without prior authorization. "Extra Services" include:

A. Cutting down and removal of trees, bushes, shrubs, hedges and/or ornamental trees.
B. Maintenance of flower and vegetable gardens outside of weeding as specified within part II. SERVICE REQUIRED section of these specifications.
C. Major wind or storm damage clean-up.
D. Chemical application.

Contractor may provide a price quotation for these "Extra Services" upon request. "Extra Services" are not included in the price of this contract. A purchase order authorizing services will be issued prior to commencement of services.

IV. QUALITY OF WORK AND ASSOCIATED 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 awarded contractual pricing.
B. Any conditions found that prevent the Contractor from completing the work identified in this specification need to be discussed with the HL or designee.
C. OPWDD reserves the right to delete areas from this contract in consultation with the Contractor, working out the appropriate credits.
D. The Contractor shall cooperate with House Leaders and staff. The Contractor will comply with safety and security requirements imposed by the site. The Contractor and the Contactor'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.
E. 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.
F. OPWDD will not be responsible for damage caused to the Contractor's equipment during the course of 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. DAMAGES AND ASSOCIATED LIABILITIES

A. 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.

B. 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 them or employees of their 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 HL or designee.**

VI. ASSIGNMENTS/SUB-CONTRACTING

The Contractor shall not assign or sub-contract all or any part of said work without the express written permission of OPWDD's Business Office Administration.

VII. ACCOUNTING

A. **Job Tickets**

Job Tickets are to be presented to the HL or designee upon completion of service. It is advised that the Job Ticket be a three-part form. HL or designee will sign Job Tickets if service is satisfactory. The following information is to be recorded on each Job Ticket:

1. The name of the residence
2. Square footage of site, if applicable
3. The type of service completed
4. The date of service
5. The signature of HL or designee

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.

B. **PREVAILING WAGES:** Prevailing Wages apply to this contract. The PRC number for this contract is PRC# **2021901049** A copy of Contractor's certified payroll is required to be submitted with invoices prior to payment for services rendered.

C. **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. An invoice may be submitted for a single site or

multiple sites as long as each site is itemized on the invoice. All invoices must have a signed Job Ticket attached. Invoices are to be submitted for payment within thirty (30) days of service to:

OPWDD Sunmount DDSOO
2445 State Route 30
Tupper Lake, NY 12986 2502
Phone: (518) 359-4280 or (518) 359-4098
Fax: (518) 359-4230

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

D. **PAYMENT**

Payments will be made based on actual services rendered.

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

Exhibit A – Cluster Information

Essex County			
Cluster	**Location/House Leader**	**Address/Phone**	**Location Specifications**
3	**Adams Lane SOIRA** April Mussen	22 Adams Lane Newcomb, NY 12852 518-582-4243	**Spring Cleanup**: Mulch flower beds in front and left side yards. Trim lilac shrub on left side of shed. Trim cedar shrubs on both sides of the front of house. Clean dirt from driveway. **Mowing**: Areas to be mowed are front, back, and both sides of the house/yard. Ensure driveway and walkways are free of debris/clipping after every service. **Fall Cleanup**: Trim hedges, shrubs, and bushes as needed. Trim the cedar shrub in the front of the house on both sides.

Hamilton County South			
Cluster	**Location/House Leader**	**Address/Phone**	**Location Specifications**
6	**Algonquin SOIRA** Joe Dumond	272 Algonquin Rd. Wells, NY 12190 518-924-2009	**Spring Cleanup**: Rake up any debris and tree limbs, seed any damaged areas from plowing, bare spots, etc. **Mowing**: Mow all grass within property lines. **Fall Cleanup**: Rake and set up for winter.
	Wilber SOIRA Joe Dumond	114 Wilber Lane Speculator, NY 12164 518-548-3788	**Spring Cleanup**: Rake and clean up yard of all debris. Seed bare and damaged areas. Sweep driveway clear of debris. **Mowing**: Mow all grass within property lines to include islands in the front and behind sheds in back. String trim edges. **Fall Cleanup**: Rake and clean up yard of all debris.

Hamilton County East			
Cluster	**Location/House Leader**	**Address/Phone**	**Location Specifications**
7	**Pelon SOIRA** Joe Dumond	118 Pelon Rd. Indian Lake, NY 12842 518-648-5930	**Spring Cleanup**: Mulch flower beds, tree bases, etc. as needed. Trim hedges, shrubs, bushes, etc. as needed. **Mowing**: Areas to be mowed are the front down the sides of the driveway, both sides of the house by sidewalks and wooded area, the back yard up to the woods, and the front yard. **Fall Cleanup**: Trim hedges, shrubs, bushes, etc. as needed.
	Sabael SOIRA April Mussen	6204 NYS Rt. 30-Sabael Rd. Indian Lake, NY 12842 518-648-5930	**Spring Cleanup**: Mulch flower beds in the front of the house to include one next to the garage door and one directly in front of house just off the sidewalk, and tree bases in front yard to include tree bases around patio slab. Weed flower beds in the front of the house to include one next to the garage door and one directly in front of house just off the sidewalk. Trim hedges, shrubs, bushes. There are at least 4 bushes that will require trimming. **Mowing**: Areas to be mowed are from all sides of the house to either the roadway or wood line. Mow around all sheds, patios, and trees. **Fall Cleanup**: Trim hedges, shrubs, bushes, etc. as needed. Weed flower beds. Install protective covers over shrubs (material provided by OPWDD).

Hamilton County North			
Cluster	**Location/House Leader**	**Address/Phone**	**Location Specifications**
8	**Walker Rd. SOIRA** April Mussen	271 Kickerville Rd. Long Lake, NY 12847 518-624-5335/3869	**Spring Cleanup**: Clean up plow damage, level and seed damaged areas and bare spots. Mulch flower beds, tree bases, etc. as needed. Weed flower beds, etc. as needed. Trim hedges, shrubs, bushes, etc. as needed. At least 2 bushes will require trimming. **Mowing**: Areas to be mowed are the front, the back, the hill, 2 ditches, and the island of grass next to the door. **Fall Cleanup**: Rake and dispose of leaves.
	Mix Rd. SOIRA April Mussen	25 Mix Rd. Long Lake, NY 12847 518-624-4216	**Spring Cleanup**: Yard along both sides of the driveway needs to be fixed from winter plowing and seeded. Weed flower beds in the front and on both sides of house. Hedge and shrubs between garage and side of house must be trimmed. **Mowing**: Areas to be mowed are the front/back yard, both sides of house, along sides of driveway all the way to the road. **Fall Cleanup**: Rake flower beds and lawn. Dispose of leaves.

Hamilton County North - Continued			
Cluster	**Location/House Leader**	**Address/Phone**	**Location Specifications**
8	**Long Lake Day Hab** Darlene Kullman Linda Rice	16 Stone Rd. Long Lake, NY 12847 518-624-4140	**Spring Cleanup**: Add topsoil to bare spots around the building and to the mounded areas around the large rocks out front. Seed after topsoil has been laid. Mulch as needed. Trim dead limbs from shrubs surrounding the building. **Mowing**: Areas to be mowed are the perimeter of the building site/parking lot, front area around large rocks and ditch, continual string trimming during the warmer months. Sweep sand from driveway as needed such as after a rain. **Fall Cleanup**: Rake perimeter.

St. Lawrence County North			
Cluster	**Location/House Leader**	**Address/Phone**	**Location Specifications**
10	**225 & 227 Bayley SOIRAs** Chad Barnes	225 & 227 Bayley Rd. Massena, NY 13662 315-769-6399 315-769-6172	**Spring Cleanup**: Clean out debris from flower beds including the flower bed in the middle of the courtyard. Clear any debris from lawn. Weed flower beds. Trim all hedges, shrubs, bushes, etc. to include inside fenced in area and along the property line. **Mowing**: Areas to be mowed are the front, back, sides, ditches, inside and outside of the fenced in area, around buildings and flower beds. Weed flower beds as needed. **Fall Cleanup**: Clean up entire property. Weed/ clean debris from flower beds. Trim all hedges, shrubs, bushes, etc. to include inside fenced in area and along the property line.
	Colgate SOIRA Chad Barnes	30 Colgate Dr. Massena, NY 13662 315-764-7801	**Spring Cleanup**: Mulch 2 flower beds in front yard and 2 gardens in back yard. Seed thin areas of lawn as needed. Apply topsoil to gardens as needed. Trim all hedges, shrubs, bushes, etc. No weeding required. **Mowing**: Areas to be mowed are the front, back and both sides of the house. String trim all borders. **Fall Cleanup**: Trim all hedges, shrubs, bushes, etc.

Cost Proposal Form

Complete the table for each cluster you wish to bid on. All locations within a cluster must be included in your bid. Please double check all your math. Refer to page 17, #17-Evaluation Criteria: Method of Award for more information. Record all **Annual Estimated Costs for Clusters** on which you are bidding, on page 29 of the Cost Proposal. Please complete the signature section. Please include pages 27-29 when submitting your bid.

Cluster 3 - Essex County					
Table Instructions	**Complete with price for one Mow/Trim Service**	**Multiply cost in box A by 25** (estimated annual events)	**Complete with price of annual Spring Cleanup**	**Complete with price of annual Fall Cleanup**	**Equals the sum of boxes B, C, and D**
Location	**A: Per event Mow/Trim cost**	**B: Annual Mow/Trim Cost (A X 25)**	**C: Spring Cleanup**	**D: Fall Cleanup**	**E: Total Cost per Location (B + C + D)**
Adams Lane SOIRA	$	$	$	$	$
				F: Annual Estimated Cost for Cluster 3	**$**

Cluster 6 - Hamilton County South					
Table Instructions	**Complete with price for one Mow/Trim Service**	**Multiply cost in box A by 25** (estimated annual events)	**Complete with price of annual Spring Cleanup**	**Complete with price of annual Fall Cleanup**	**Equals the sum of boxes B, C, and D**
Location	**A: Per event Mow/Trim cost**	**B: Annual Mow/Trim Cost (A X 25)**	**C: Spring Cleanup**	**D: Fall Cleanup**	**E: Total Cost per Location (B + C + D)**
Algonquin SOIRA	$	$	$	$	$
Wilber SOIRA	$	$	$	$	+ $
				F: Annual Estimated Cost for Cluster 6	**$**

Cluster 7 - Hamilton County East					
Table Instructions	**Complete with price for one Mow/Trim Service**	**Multiply cost in box A by 25** (estimated annual events)	**Complete with price of annual Spring Cleanup**	**Complete with price of annual Fall Cleanup**	**Equals the sum of boxes B, C, and D**
Location	**A: Per event Mow/Trim cost**	**B: Annual Mow/Trim Cost (A X 25)**	**C: Spring Cleanup**	**D: Fall Cleanup**	**E: Total Cost per Location (B + C + D)**
Pelon SOIRA	$	$	$	$	$
Sabael SOIRA	$	$	$	$	+ $
				F: Annual Estimated Cost for Cluster 7	**$**

Cluster 8 - Hamilton County North					
Table Instructions	**Complete with price for one Mow/Trim Service**	**Multiply cost in box A by 25** (estimated annual events)	**Complete with price of annual Spring Cleanup**	**Complete with price of annual Fall Cleanup**	**Equals the sum of boxes B, C, and D**
Location	**A: Per event Mow/Trim cost**	**B: Annual Mow/Trim Cost (A X 25)**	**C: Spring Cleanup**	**D: Fall Cleanup**	**E: Total Cost per Location (B + C + D)**
Walker Rd. SOIRA	$	$	$	$	$
Mix Rd. SOIRA	$	$	$	$	+ $
Long Lake Day Hab	$	$	$	$	+ $
				F: Annual Estimated Cost for Cluster 8	**$**

Cluster 10 - St. Lawrence County North					
Table Instructions	**Complete with price for one Mow/Trim Service**	**Multiply cost in box A by 25** (estimated annual events)	**Complete with price of annual Spring Cleanup**	**Complete with price of annual Fall Cleanup**	**Equals the sum of boxes B, C, and D**
Location	**A: Per event Mow/Trim cost**	**B: Annual Mow/Trim Cost (A X 25)**	**C: Spring Cleanup**	**D: Fall Cleanup**	**E: Total Cost per Location (B + C + D)**
225 & 227 Bayley SOIRAs	$	$	$	$	$
Colgate SOIRA	$	$	$	$	+ $
				F: Annual Estimated Cost for Cluster 10	**$**

Annual Estimated Cost for Cluster 3 - Essex County	**$**
Annual Estimated Cost for Cluster 6 - Hamilton County South	**$**
Annual Estimated Cost for Cluster 7 - Hamilton County East	**$**
Annual Estimated Cost for Cluster 8 - Hamilton County North	**$**
Annual Estimated Cost for Cluster 10 - St. Lawrence County North	**$**

Bidder Signature

Print Name & Title

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

Name of Company:

Address:

Federal ID Number:

Telephone:

Date:

Fax:

No-Bid Form

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

☐ We do not provide the requested services. Please remove our firm from your mailing list.

☐ We are unable to bid at this time because:

_____

_____

_____

_____

_____

_____

_____

☐ Please retain our firm on your mailing list.

_____
(Firm Name)

_____ _____
(Signature) (Date)

_____ _____
(Print Name) (Title)

_____ _____
(E-mail) (Telephone)

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