

REV. TAC 141120: COMMUNITY LAWN CARE & MAINTENANCE



Andrew M. Cuomo
Governor



Kerry A. Delaney
Acting Commissioner



Catherine Varano
Director

AGENCY INFORMATION:

**State of New York
Office for People With Developmental Disabilities
Taconic Developmental Disabilities Services Office
26 Center Circle
Wassaic, New York 12592-2637**

DESIGNATED CONTACT PERSON(S) FOR INQUIRIES & SUBMISSIONS

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Timetable of Proposal Due Dates

IFB Release Date	22 October 2014
Final Date for Receipt of Questions	11:00 AM, 6 November 2014
Official Responses to Questions	12 November 2014
Proposal Due Date – Bid Opening	11:00 AM, 20 November 2014
Evaluation & Selection	1 December 2014
Notification of Awards	1 December 2014
 Contract start date	 1 April 2015

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REQUIRED FORMS:

- ATTACHMENT 1: References
ATTACHMENT 2: Vendor Responsibility Questionnaire
ATTACHMENT 3: MacBride Fair Employment Principles
ATTACHMENT 4: ST-220CA
ATTACHMENT 5: Certification of Compliance with State Finance Law § 139-k
ATTACHMENT 6: Affirmation of Understanding & Agreement State Finance Law § 139-j
ATTACHMENT 7: Disclosure of Prior Non-Responsibility Determination
ATTACHMENT 8: Non-Collusive Bidding Form
ATTACHMENT 9: Public Officers Law

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. Taconic Developmental Disabilities Services Office (hereinafter "TDDSO") is an agency of OPWDD serving Putnam, Dutchess, Columbia, Greene, and Ulster counties.

TDDSO 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. 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 "Scope of Work."

3. General Description of Services

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

4. Site Inspections

It is the Bidders obligation to visit any and all sites they wish to bid on. TDDSO will make **no allowance or concession** to the Bidder for any alleged misunderstanding or deception because of quality, character, location, or other conditions. The telephone number for each site has been provided. It is the Bidders responsibility to set up an appointment with each House Manager to determine each site's specific requirements.

5. Notice to Potential Bidders

Receipt of these bid documents does not indicate that TDDSO has pre-determined your company's qualifications to receive a contract award. Such determination will be made after the bid opening and will be based upon our evaluation of your bid submission compared to the specific requirements and qualifications contained in these bid documents.

6. Term of the Contract

The contract period will not exceed 60 months.

7. Inquiries

All inquiries concerning this IFB must be in writing and addressed to the contact on the cover sheet.

All questions should cite the particular bid section and paragraph number (surface mail, facsimile, and e-mail will be accepted). Prospective Bidders should note that all clarifications and exceptions including those relating to the terms and conditions of the contract are to be resolved prior to the submission of a bid.

8. Payment

- A. Prices are to remain constant for the initial year of the contract. At the completion of the initial year, TDDSO 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 between 30 days and 90 days prior to the contract anniversary date or renewal date. TDDSO has the sole discretion in determining the rate to be approved. The adjustment shall be based upon the "CPI-W" (Consumer Price Index – Urban Wage Earners), not seasonally adjusted, Northeast urban B/C, 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.

9. Wage and Hours Provisions

- A. 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.
 - (1) 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.
 - (2) Pursuant to § 9 (A), Contractor and its subcontractors must provide TDDSO with a certified payroll when submitting an invoice for payment.

10. Subcontracting

No Subcontracting of services is allowed with this IFB without written permission of TDDSO.

11. Insurance

The Contractor agrees that without expense to the State, they will procure and will maintain during the period of the proposal and contract, insurance of the kinds and in the amounts hereinafter provided, in 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 TDDSO a Certificate or Certificates in a form satisfactory to the Agency, showing that they have complied with the requirements of this section. The State of New York and the Dormitory Authority of the State of New York will be expressly named as additional insured on each policy in accordance with above. Certificates of insurance should be forwarded to the TDDSO with the

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signed agreement and thereafter annually on the contract anniversary date. Certificates shall state that the policies shall not be changed or cancelled until 30 days written notice has been given to TDDSO
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.
- (2) Policies covering bodily injury, liability and property damage of the types hereinafter specified, each with limits of liability not less than \$500,000.00 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 \$1,000,000.00 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 \$1,000,000.00 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.

12. Submission of Proposals

A. Submission Requirements: Two (2) original copies of a Bidder Cost Proposal are required to be submitted, **including two (2) original copies of all the Required Form Attachments** listed on page two, bid contents. All proposals and any related documentation (that is, documentation not specifically requested by this IFB but which a Bidder has submitted in support of its proposal) in response to this IFB must be received by TDDSO no later than the proposal due date and time.

- (1) **TDDSO is located in a rural area. The TDDSO mailroom is open from 10:00 AM – 3:00 PM; therefore, overnight delivery can take a minimum of two (2) business days to be received by TDDSO. 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 TDDSO.**
- (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:

Taconic DDSO, Contract Unit
c/o Rita Gesmundo
26 Center Circle, Services Building
Wassaic, New York 12592-2637

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

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- B. References:** All bidders must submit at least three (3) work references in that will verify that they have at least three years of relevant experience to complete the work as listed in 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. Bids submitted for continuous or periodic recruitment contract awards must meet the submission requirements associated with their specifications. 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 TDDSO. **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.**

13. Procurement Information, Mandatory Requirements

- A. Timetable of Proposal Due Dates:** As listed on the Cover Page of this procurement.
- B. 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 TDDSO 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 TDDSO 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 Deborah Pelkey. 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 TDDSO designated contact person.

TDDSO 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 TDDSO finding of non-responsibility and will be afforded administrative due process prior to a final determination being made.

C. 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 on the cover sheet of this IFB.

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TDDSO will distribute its official answers to the questions to all potential Bidders according to the date indicated on the cover sheet of this IFB.

D. TDDSO Rights

- (1) TDDSO 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. TDDSO 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 TDDSO. TDDSO 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) TDDSO reserves the right to:
 - a. Reject any or all proposals received in response to this IFB.
 - b. Reissue a modified version of this IFB.

NOTE: With regard to all modifications, clarifications, etc. regarding this IFB, TDDSO reserves the right to issue any such modification on or before the due date for proposals, which shall go to all entities that have requested a copy of this IFB.

- c. Amend any part of this IFB, at any time, upon written notification to Bidders.
- d. Utilize any and all ideas submitted in the proposals received, unless legal patent or proprietary rights cover those ideas.
- e. Disqualify any Bidder whose conduct or proposal fails to conform to the requirements of this IFB.
- f. Accept all or part of a selected Bidder's proposal.
- g. Eliminate any requirement(s) unmet by all Bidders upon notice to all parties submitting proposals or Letters of Intent.
- h. Make typographical corrections to proposals, with the concurrence of the Bidder.
- i. Adjust or correct cost or cost figures with the concurrence of Bidder if errors exist and can be documented to the satisfaction of TDDSO.
- j. Correct computational errors with the written concurrence of the Bidder.
- k. Waive procedural technicalities in proposals received, upon notification to the Bidder involved.
- l. Change any of the scheduled dates, including start dates, stated herein upon notice to the Bidders.
- m. Request Bidders to clarify their proposal and/or submit additional information pertaining to their proposal.
- n. Request best and final offers from the Bidder that submits a technically acceptable offer proposal.
- o. Negotiate with any Bidder who submits a proposal.
- p. Select and award contracts to more than one Bidder.

E. 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 TDDSO to the Contractor will be done only to the degree the Contractor voluntarily assumes the risk of nonpayment.

F. 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.

G. 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. A minimum of 180 calendar days from the Closing Date for Receipt of Proposals is required.

H. Public Information Requirements

All the proposals upon submission will become the property of TDDSO. TDDSO 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. Prospective Bidders are further advised that, except for trade secrets and certain personnel information (both of which TDDSO 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 TDDSO prior to bid award. 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 TDDSO in the event of a Freedom of Information request for proposal information is received.

I. Notice of Award, Debriefing and Bid Protests

- (1) Subsequent to the evaluation of all bids received pursuant to this IFB, all Bidders will be notified of the acceptance or rejection of their proposals. 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 TDDSO.
- (2) TDDSO 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 TDDSO 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-

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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, Fl 3, Albany, New York 12229-0001.

J. Affirmative Action

- (1) TDDSO 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.
- (2) Prospective Bidders to this IFB are subject to the provisions of Executive Law article 15-A and regulations issued there under.
- (3) Contractors and subcontractors shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
- (4) For purposes of this IFB, TDDSO has goals for subcontracting with and purchasing from Minority and Women-Owned Business Enterprises (M/WBE's) and for the employment of protected class individuals. TDDSO's goal for subcontracting and purchasing is 0-5% of the total dollars expended from any contract for subcontracts or for the purchase of supplies, equipment, or printing. TDDSO's goal for employment of protected class individuals is 0-5% of the total dollars expended from any contract for personnel or consultants.
- (5) 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.

K. 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. Should the selected Bidder seek external financing, the State reserves the right to approve the assignment of the contract for financing purposes. In any event, TDDSO will contract only with a Bidder, not the Bidder's financing institution or subcontractors. TDDSO shall consider the selected Bidder to be the sole responsible contact with regard to all provisions of the contract resulting from this IFB.

L. 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.

M. 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>

N. Contract Execution

Awards are not final and the resultant contract is not considered executed and binding until approved by the Attorney General and OSC as may be required by New York State Law.

O. 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. Vendors/not-for-profit provider agencies are invited 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.

P. 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 TDDSO 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.

Q. Confidentiality of Contract Terms/Information/Publication Rights

The bidder and TDDSO 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.

Upon approval of the contract by OSC, all terms of the contract become available to the public. The bidder shall treat all information, in particular information relating to TDDSO 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. The Contractor shall treat all information, including but not limited to, information relating to TDDSO service recipients and providers, obtained by it through its performance under contract, as strictly confidential. Contractors shall not disseminate any information obtained in any manner except as necessary to the proper discharge of its obligations under contract with TDDSO. Materials/documents produced by the Contractor in the fulfillment of its obligations under contract with TDDSO become the property of TDDSO unless prior arrangements have been made with respect to specific documents. The Contractor may not utilize any information obtained via interaction with TDDSO 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.

R. General Duties and Additional Responsibilities

Maintain a level of liaison and cooperation with TDDSO 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 TDDSO'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 TDDSO as available for the project completion. Cooperate fully with any other contractor that may be engaged by TDDSO. Agree to meet periodically with TDDSO 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 TDDSO shall be deemed by TDDSO to be gratuitous and not subject to charge by the bidder.

S. 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.

14. Consumer Safety Information

On the Wassaic Campus, as well as on other state operated sites off Campus, Taconic provides services for many people with special needs. In many of our locations, we have individuals 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. Attention to the sanitation and cleanliness of the areas surrounding their homes, program sites, and residential buildings is very important to the health and safety of those in our care.

It is never proper to litter or discard rubbish or cigarettes on the grounds or along the roads. It is more important in settings like Taconic, where someone might be harmed by improper disposal of rubbish and cigarettes.

On the Campus, as well as at the off campus sites, there are special receptacles for cigarette butt disposal. Contractor employees and subcontractors shall both use these receptacles and throw trash in garbage cans or dumpsters. Violating this policy is contrary to the health and safety of the people in our care and will not be tolerated.

15. Consultant Disclosure

The contractor shall abide by the Consultant Disclosure requirements of State Finance Law §§ 8 and 163 and all other laws that may similarly apply.

16. Evaluation Criteria: Method of Award

TDDSO will select the responsible and responsive Bidder that will provide the lowest total annual cost for each site. Annual Cost will be calculated by multiplying the per mow/trim cost by 35 events, multiplying per brush hog cost by two events, multiplying the per hedge cost by four events, then adding the spring and fall cleanup cost. Bidders may bid on any or all sites. Taconic DDSO intends to award multiple contracts. Only proposals judged to be responsive to the submission requirements set forth in this IFB will be evaluated. TDDSO reserves the right to reject any and all offers.

In the event of a tie bid, the contract shall be awarded in order by the following means:

1. If the tie bid involves a certified Minority or Woman owned business enterprise (MWBE), preference shall be given to the certified MWBE.
2. If tie bids cannot be determined by the above method, the award will be made by random selection.

Qualifications & Scope of Work

The following specifications cover Lawn Care and Maintenance for the TDDSO community sites throughout Dutchess, Putnam, Ulster, Greene, and Columbia counties.

TDDSO reserves the right to award all, any, or none of the parcels.

The bidder must be able to show possession of the workers and machinery required to perform services required for sites for which they are under contract. Each site has particular specifications as to the work to be performed. The vendor is required to meet with the House Manager, Plant Superintendent, or representative prior to each Lawn Care season.

I. SCHEDULING OF SERVICES

The bidder awarded a contract to provide lawn care and maintenance services must negotiate a timetable/schedule, when the services are to be performed, with the House Manager (HM) or Plant Superintendent (PS).

II. SERVICES REQUIRED

A. SPRING CLEAN-UP (One Service/Season, as determined by HM or PS) Spring Clean-up is to be provided. The schedule of service should indicate the day the agreed service is to be performed as agreed upon.

1. Cleaning/Raking of lawn area to remove leaves and debris. Edging of beds and lawns around sidewalks/curbs and or driveways. **Contractor is responsible for removing leaves, limbs, twigs, and debris from site.**
2. Trimming/pruning of bushes, shrubs, hedges, ornamental trees and or brush. This is also to include trimming of vines from around trees. **Contractor is responsible for removing leaves, limbs, twigs, and debris from site.**
3. Spot thatch and seeding of lawn as indicated by the HM or PS.
4. Brush Hog area outside designated lawn area as indicated by the HM or PS.
5. Level out, rake, and reseed area around roadways or parking area, as needed, which were damaged due to the snowplow the prior winter.

B. MOWING AND TRIMMING OF LAWNS

1. In the Spring/Summer/Fall, mowing of lawns identified by the HM or PS.

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2. Turf shall be maintained at a height of 2½" to 3½" as conditions dictate. Clippings must be removed from all paved, marked, or specifically identified surfaces after each mowing. Trimming around trees, hedges, signs, fences, parking bumpers, fire hydrants, curbs, streetlight poles, transformers-light poles, headstones, foundations, etc. and anything else not identified in this section within the areas identified to be mowed will be the Contractor's responsibility. It is this Contractor's responsibility to remove debris. Contractor will be responsible for pickup of limbs up to 3" in diameter. Anything over 3" in diameter the Contractor shall notify the PS's office 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. **NOTE:** Any failure on the Contractor's part to maintain the lawns as specified above which cause the lawns to not appear in a presentable condition at all times, 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.
3. Any conditions found that prevent the Contractor from completing the work identified in this specification need to be discussed with the PS's office.
4. The Contractor shall perform all services associated with this specification to the satisfaction of TDDSO. The quality of service shall be subject to inspection by TDDSO. 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, TDDSO may terminate the contract, and employ another Contractor to complete the work. The existing Contractor and his surety shall be liable to TDDSO for such costs and any costs over and above his agreed upon bid.
5. TDDSO reserves the right to delete areas from this contract in consultation with the contractor working out the appropriate credits or additional charges.
6. 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 him or employees of his 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 TDDSO. **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 HM or PS.**

7. The Contractor will be able to perform the work daylight until dusk Monday through Saturday. Arrangements for access will be made via the HM or PS.
8. TDDSO will not be responsible for damage caused to the Contractor's equipment during the course of this contract unless it can be shown that TDDSO was notified of a condition not covered under this contract and did not make arrangements to correct it in a timely fashion.

C. FALL CLEAN-UP (ONE SERVICE PER SEASON)

Fall Clean-up is to be provided only to those sites that indicate such service requirement. The schedule of service should indicate the day this service is to be performed, keeping in mind the weather and the need to adapt.

Cleaning/Raking of lawn area to remove leaves and debris. Edging of beds and lawns around sidewalks/curbs and or driveways. **Contractor is responsible for removing leaves, limbs, twigs, and debris from site.**

Trimming/pruning of bushes, shrubs, hedges, ornamental trees, and or brush. This is also to include trimming of vines from around trees. **Contractor is responsible for removing leaves, limbs, twigs, and debris from site.**

Spot thatch and seeding of lawn as indicated by the PS.

Brush Hog area outside designated lawn area as indicated by the PS.

In the fall, cleanup of all leaves at the sites identified by this specification shall be done. The cleanup may be done by manual raking, vacuuming, or equipment mounted devices used for this type of cleanup. Similar restrictions apply as in the previous "Mowing and Trimming of Lawns" section where Contractor is responsible for any and all damage it causes.

D. ADDITIONAL GROUNDS MAINTENANCE EDGES/SHRUB TRIMMING: TRIM HEDGES, BUSHES, SHRUBS and/or BRUSH

Trimming is to be provided to those sites that indicate such service requirement. The schedule of service should indicate the day the agreed service is to be performed, keeping in mind the weather and the need to adapt.

1. Hedges, shrubs, and/or bushes are to be trimmed in a professional manner. **Contractor is responsible for removing leaves, limbs, twigs, and debris from site.**
2. Brush is to be cut back close to the ground. **Contractor is responsible for removing leaves, limbs, twigs, and debris from site.**

3. It is possible that additional grounds maintenance will be needed that cannot be done in-house by the TDDSO staff. Such grounds maintenance as cutting down and trimming up of trees/hedges/shrubs/etc, additional lawn maintenance, etc. These projects will be identified to the Contractor and proposals requested based on the scope of the additional services requested. TDDSO reserves the right to obtain additional proposals from other vendors based on the same scope of work.

III. ACCOUNTING

A. JOB TICKETS

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

1. The Name of the Site
2. The type of service completed
3. The date of service
4. The Signature of HM or PS.

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. A copy of Contractors certified payroll is required to be submitted with invoices prior to payment for services rendered.

C. INVOICES

Invoices must indicate 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. If signed Job Tickets accompany invoices, the payment process is much quicker. Invoices are to be submitted for payment within thirty (30) days of service to:

OPWDD Taconic DDSO
Unit ID: 3660241
C/O NYS OGS Business Services Center
P.O. Box 2117
Albany, New York 12220-0117
518-457-4272
Email: AccountsPayable@ogs.ny.gov

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Cost Proposal Form

All pricing shall be per event

County	Site Name	Site Address	Telephone	Lawn Mow/Trim (35 Events)	Spring Cleaning (1 event)	Brush Hog (2 events)	Hedges (4 Events)	Fall Cleaning (1 event)	Annual Cost
Columbia	Fish & Game IRA	243 Fish & Game Road Hudson, NY 12534	518-828-2818	\$	\$		\$	\$	\$
Columbia	County Route 19 (Elizaville IRA)	1743 County Route 19 Red Hook, NY 12571	845-756-3313	\$	\$	\$	\$	\$	\$
Columbia	Maple Lane IRA	251 Maple Lane Valatie, NY 12184	518-758-9854	\$	\$		\$	\$	\$
Columbia	Valatie North IRA (216 State Farm Rd)	#9 Independence Way Valatie, NY 12184	518-784-3443	\$	\$		\$	\$	\$
Columbia	Valatie North/South Access Road	9 / 10 Independence Way Valatie, NY 12184	518-784-3444	\$	\$		\$	\$	\$
Columbia	Valatie South IRA	#10 Independence Way Valatie, NY 12184	518-784-3444	\$	\$		\$	\$	\$
Dutchess	Heaney IRA	23 Heaney Road Beacon, NY 12508	845-831-0401	\$	\$		\$	\$	\$
Dutchess	Depot Hill IRA	36 Depot Hill Road Carmel, NY 10512	845-225-5271	\$	\$		\$	\$	\$
Dutchess	Mayflower IRA	55 Mayflower Road Dover Plains, NY 12522	845-832-3745	\$	\$		\$	\$	\$
Dutchess	McCarthy IRA	20 McCarthy Road Dover Plains, NY 12522	845-877-3593	\$	\$		\$	\$	\$
Dutchess	Old Route 9 IRA	130 Old Route 9 Fishkill, NY 12524	845-897-3306	\$	\$		\$	\$	\$
Dutchess	Beekman IRA	763 Beekman Road Hopewell Jct., NY 12533	845-226-3584	\$	\$			\$	\$
Dutchess	Bykenhulle IRA	7 Bykenhulle Road Hopewell Jct., NY 12533	845-227-1425	\$	\$		\$	\$	\$
Dutchess	Route 82 IRA	1468 Route 82 Hopewell Jct., NY 12533	845-266-6765	\$	\$		\$	\$	\$
Dutchess	Belpark IRA	26 Greentree North Hyde Park, NY 12538	845-229 - 6841	\$	\$		\$	\$	\$
Dutchess	Clove Valley IRA	1489 Clove Valley Lagrangeville, NY 12540	845- 724-3657	\$	\$	\$	\$	\$	\$
Dutchess	Camby IRA	859 Camby Road Millbrook, NY 12545	845-677-6937	\$	\$		\$	\$	\$
Dutchess	Millbrook IRA	3102 Route 44 Millbrook, NY 12545	845-677-0126	\$	\$		\$	\$	\$
Dutchess	Nine Partners IRA	171 Nine Partners Lane Millbrook, NY 12545	845-677-9691	\$	\$	\$	\$	\$	\$
Dutchess	Meadow Lane IRA	6 Meadow Lane	845-789-6901	\$	\$		\$	\$	\$

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		Millerton, NY 12546							
Dutchess	Quarry Hill IRA	19 Quarry Hill Road	518-789-6877	\$	\$		\$	\$	\$
		Millerton, NY 12546							
Dutchess	Rudd Pond IRA	123 Rudd Pond Road Millerton, NY 12546	518-789-6963	\$	\$		\$	\$	\$
		Millerton, NY 12546							
Dutchess	Pawling Day Hab.	43 Overlook Drive	845-855-3598	\$	\$		\$	\$	\$
		Pawling, NY 12564							
Dutchess	River Road IRA	15 River Road	845-855-5490	\$	\$		\$	\$	\$
		Pawling, NY 12564							
Dutchess	Sleight Plass IRA	230 Sleight Plass Rd Pleasant Valley, NY 12569	845-485-4713	\$	\$		\$	\$	\$
Dutchess	Clinton Hollow IRA	232 Clinton Hollow Road	845-266-3606	\$	\$	\$		\$	\$
		Salt Point, NY 12578							
Dutchess	Diddell Road	310 Diddell Road	845-485-4836	\$	\$	\$	\$	\$	\$
	IRA	Poughkeepsie, NY 12603							
Dutchess	Hillis Terrace	81 Hillis Terrace	845-463-0116	\$	\$		\$	\$	\$
	IRA	Poughkeepsie, NY 12603							
Dutchess	Old Farms IRA	47 Old Farms Road	845-463-4402	\$	\$		\$	\$	\$
		Poughkeepsie, NY 12603							
Dutchess	Wayne Drive	22 Wayne Drive	845-462-8738	\$	\$		\$	\$	\$
	IRA	Poughkeepsie, NY 12601							
Dutchess	Gardner Hollow	341 Gardner Hollow	845-724-4139	\$	\$			\$	\$
	IRA	Poughquag, NY 12570							
Dutchess	Cove Road IRA	7 Cove Road	845-876-5283	\$	\$	\$	\$	\$	\$
		Rhinebeck, NY 12572							
Dutchess	Schultz Hill IRA	167 Schultz Hill	845-876-9655	\$	\$		\$	\$	\$
		Staatsburg, NY 12580							
Dutchess	Elizabeth IRA	8 Elizabeth Drive	845-757-3317	\$	\$		\$	\$	\$
		Tivoli, NY 12583							
Dutchess	Verbank IRA	90 Verbank Club Road	845-677-8879	\$	\$	\$	\$	\$	\$
		Verbank, NY 12585	845-677-8890						
Dutchess	North Mesier	57 North Mesier Avenue	845-297-3265	\$	\$			\$	\$
	IRA	Wapp. Falls, NY 12590							
Dutchess	Queen Anne	49 Queen Anne Lane	845-226-7718	\$	\$		\$	\$	\$
	IRA	Wapp. Falls, NY 12590							
Dutchess	South Avenue	2543 South Avenue	845-296-0652	\$	\$			\$	\$
	IRA	Wapp. Falls, NY 12590							
Dutchess	Route 55 IRA	6946 Route 55	845-832-3681	\$	\$		\$	\$	\$
		Wingdale, NY 12594							
Greene	Olivette IRA	3 Olivette Lane	518-945-1950	\$	\$		\$	\$	\$
		Athens, NY 12015							
Greene	Malmstrom IRA	P.O. Box 593	518-622-2951	\$	\$		\$	\$	\$

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	(25 Malmstrom Dr)	Cairo, NY 12413							
Greene	Route 23B IRA	707 Route 23B	518-622-2863	\$	\$		\$	\$	\$
	P.O.Box 696	Cairo, NY 12413							
Greene	Woodland IRA	92 Woodland Avenue	518-943-9390	\$	\$		\$	\$	\$
		Catskill, NY 12414							
Putnam	Marlin IRA	7 Marlin Drive	845-279-9437	\$	\$		\$	\$	\$
		Brewster, NY 10509							
Putnam	Belden IRA	21 Belden Road	845-228-1647	\$	\$		\$	\$	\$
		Carmel, NY 10512	845-228-1730						
Putnam	Deer Hill IRA	25 Deer Hill Court	845-225-5271	\$	\$		\$	\$	\$
		Carmel, NY 10512							
Putnam	Mechanic Street IRA	17 Mechanic Street	845-228-1047	\$	\$		\$	\$	\$
		Carmel, NY 10512	845-228-1027						
Putnam	Stepping Stone IRA	345 Route 301	845-265-4665	\$	\$		\$	\$	\$
		Cold Spring, NY 10516							
Putnam	South Quaker IRA	127 South Quaker Hill	845-878-6237	\$	\$		\$	\$	\$
		Patterson, NY 12563							
Putnam	Stagecoach IRA	198 Stagecoach Road	845-878-3071	\$	\$		\$	\$	\$
		Patterson, NY 12563							
Putnam	Fowler IRA	348 Dennytown Road	845-528-3816	\$	\$		\$	\$	\$
		Putnam Valley, NY 10579	845-528-6229						
Ulster	Gabriety IRA	37 Gabriety Road	845-691-3731	\$	\$		\$	\$	\$
		Highland, NY 12528							
Ulster	Highland IRA	48 Philips Avenue	845-691-2320	\$	\$		\$	\$	\$
		Highland, NY 12528	845-691-6151						
Ulster	South Chodikee IRA	102 South Chodikee Lake Road	845-691-7145	\$	\$	\$	\$	\$	\$
		Highland, NY 12528							
Ulster	Vincent IRA	265 Hawley Corners Rd	845-691-6699	\$	\$		\$	\$	\$
		Highland, NY 12528	845-691-6561						
Ulster	Andrew Street IRA	79 Andrew Street	845-334-8760	\$	\$		\$	\$	\$
		Kingston, NY 12401	845-334-8765						
Ulster	Granite IRA	11 Perry Hill Road	845-338-7510	\$	\$		\$	\$	\$
		Kingston, NY 12401							
Ulster	Ulster Day Program	607 Broadway	845-338-0310	\$	\$	\$	\$	\$	\$
		Kingston, NY 12401							
Ulster	Wiltwyck IRA	147 Albany Avenue	845-338-6202	\$	\$		\$	\$	\$
		Kingston, NY 12401	845-338-6227						
Ulster	Neighborhood Road IRA	795 Neighborhood Road	845-336-5687	\$	\$		\$	\$	\$
		Lake Katrine, NY 12449	845-336-4764						
Ulster	Milton Day Program	207 Milton Turnpike	845-795-1147	\$	\$	\$	\$	\$	\$
		Milton, NY 12547							
Ulster	Marakill IRA	487 Route 299 West	845-255-8155	\$	\$	\$	\$	\$	\$
		New Paltz, NY 12561	845-255-8209						

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Ulster	North Ohioville	656 North Ohioville Rd	845-255-8701	\$	\$	\$	\$	\$	\$
	IRA	New Paltz, NY 12561	845-255-2137						
Ulster	Malden IRA	3895 Route 9W	845-246-3819	\$	\$		\$	\$	\$
		Saugerties, NY 12477	845-246-4350						
Ulster	Route 32A IRA	36 Route 32A	518-678-6236	\$	\$		\$	\$	\$
		Saugerties, NY 12477							
Ulster	Marbletown IRA	Box 4220 Rte 209 (4220 Route 209)	845-687-2046	\$	\$	\$	\$	\$	\$
		Stone Ridge, NY 12484	845-687-8705						
Ulster	Ashokan IRA	251 Spillway Road	845-338-7591	\$	\$		\$	\$	\$
		West Hurley, NY 12491							
Ulster	Livingston Court	5 Livingston Court	845-679-5960	\$	\$			\$	\$
	IRA	Woodstock, NY 12498							
Ulster	Elwyn Lane IRA	10 Elwyn Lane	845-679-3022	\$	\$			\$	\$
		Woodstock, NY 12498	845-679-3044						
Ulster	Witchtree IRA	40 Witchtree Road	845-679-2615	\$	\$			\$	\$
		Woodstock, NY 12498	845-679-2196						

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.