



**Office for People With
Developmental Disabilities**

KATHY HOCHUL
Governor

KERRI E. NEIFELD
Commissioner

ROGER BEARDEN, J.D.
Executive Deputy Commissioner

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

**Finger Lakes Developmental Disabilities State
Operations Office**

**2023 - 2028 Pest Control Services for Newark
Campus in Wayne County and Monroe
Developmental Center in Monroe County**

FL 031523

Invitation for Bid

Invitation for Bid

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ADDITIONAL REQUIRED FORMS (MUST BE SUBMITTED WITH BID OR WITHIN 3 BUSINESS DAYS OF REQUEST BY OPWDD. FAILURE TO SUBMIT THESE FORMS WILL RESULT IN BID DISQUALIFICATION):

ATTACHMENT 1: References

ATTACHMENT 2: Vendor Responsibility Questionnaire

REFERENCE MATERIAL

Contract Template with Appendix A & Supplement

1. Introduction

The New York State Office for People with Developmental Disabilities (hereinafter "OPWDD") has the authority to provide care, treatment, rehabilitation, education, training and support services to developmentally disabled persons. OPWDD is also empowered to take all actions necessary, desirable, and proper to carry out its purposes and objectives within budgetary amounts made available by appropriations. Finger Lakes Developmental Disabilities State Operations Office (hereinafter "OPWDD") is an agency of OPWDD serving Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Wyoming, and Yates 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

Mary O'Connell, CMS 1 for
Rebecca Whitaker, CMS 2
OPWDD Contract Management Unit
26 Center Circle
Wassaic, New York 12592-2637
Phone: 845-877-6821 x 3308 Fax: 845-877-3004
eny.nyc.li.contracthub@opwdd.ny.gov

3. Timetable of Proposal Due Dates

IFB Release Date	27 January 2023
Mandatory Site Visit:	
• Newark Campus	10am 8 February 2023
• Monroe Developmental Center Campus	1:30pm 8 February 2023
Final Date for Receipt of Questions	22 February 2023
Official Responses to Questions By	1 March 2023
Proposal Due Date – Bid Opening*	3pm 15 March 2023
Evaluation & Selection	30 March 2023
Notification of Awards	30 March 2023
Contract start date (subject to change)	01 June 2023

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

OPWDD has sole discretion to change the above dates

4. Objective of this IFB

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

5. General Description of Services

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

6. Site Inspections

All Bidders MUST attend the scheduled Mandatory Site Visit for each campus they wish to submit a bid for. See below for specific instructions for each site visit.

Mandatory Site Visit for Newark Campus:

The Mandatory Site Visit for **Newark Campus** will **begin at Store House Building 70 at 703 East Maple Avenue, Newark, NY 14513** where Bidders will meet Maintenance Department Representative **David Greco**, or designee. Time and date details are provided in Section 3. Timetable of Proposal Due Dates. Please see Exhibit B – Newark Campus Map on page 31 for marked starting location. For questions about the location of the site visit only, potential bidders may call 585-259-4122.

Mandatory Site Visit for Monroe Developmental Center:

The Mandatory Site Visit for **Monroe Developmental Center** will begin at the **Main Entrance of 602 Westfall Road, Rochester, NY 14620** where Bidders will meet Maintenance Department Representative **Ricardo Bernier**, or designee. Bidders are to wait inside the lobby. Time and date details are provided in Section 3. Timetable of Proposal Due Dates. Please see Exhibit C – Monroe Developmental Center Map on page 32 for marked starting location. For questions about the location of the site visit only, potential bidders may call 585-615-1728

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.

7. Notice to Potential Bidders

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

8. Term of the Contract

The term of this contract will be defined in the Contract Agreement, but is anticipated to be a five-year contract, unless an amendment is mutually agreed upon by both parties and approved by the Office of the State Comptroller (OSC).

9. Payment

Prices are to remain constant for the initial year of the contract. Approaching every contract anniversary date, the Contractor may request, or OPWDD give notice of, an annual price adjustment for the subsequent year. The request or notice must be submitted in writing between 30 days and 60 days prior to the contract anniversary date. OPWDD has the sole discretion in determining the rate to be approved. The adjustment shall be based upon the most recently available, "CPI-U", not seasonally adjusted, Northeast Region, all items, with the adjustment calculated on a 12-month percent change based on the month 60 days prior to the contract anniversary. Any price adjustment shall not exceed 3.0% per annum.

10. Wage and Hours Provisions

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

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

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

11. Subcontracting

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

12. Insurance

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

- A. The Contractor shall furnish to OPWDD a Certificate or Certificates in a form satisfactory to the Agency, showing compliance with the requirements of this section. The State of New York Office for People with Developmental Disability will be expressly named as additional insured on each policy in accordance with above. Certificates of insurance should be forwarded to the OPWDD with the signed agreement and thereafter annually on the contract anniversary date. Certificates shall state the policies shall not be changed or cancelled until 30 days written notice has been given to OPWDD. Required insurances are:
- (1) A policy covering the obligations of the successful bidder in accordance with the Workers' Compensation Law. The contract shall be void and of no effect unless the successful bidder procures such policy and maintains it during the period of the contract. The Workers Compensation Board website can be found here: www.wcb.ny.gov/
 - (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.**

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- (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: FL 031523**
C/O Mary O'Connell 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 by calling: **1-518-549-0500 at 3pm on March 15, 2023**. Bidders will be asked for an ATTENDEE CODE. Enter **161 291 6587 followed by the # sign**. You may also join by following the link below:

<https://meetny.webex.com/meetny/j.php?MTID=m99665d12f3577d71f2040727c2415e8c>

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 three (3) 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 Rebecca Whitaker, CMS 2, rebecca.j.whitaker@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

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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;

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- 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

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other than the designated contact person(s), when such contact does not fall within one of the exemptions).

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

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

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

V. Non-Collusive Bidding Certification

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

1. The prices in this proposal have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor, and
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

W. Public Officers Law Certification

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

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

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

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

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

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

15. Consumer Safety Information

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

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

16. Consultant Disclosure

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

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

17. Evaluation Criteria: Method of Award

OPWDD will select the responsible and responsive Bidder, who attended the Mandatory Site Visit for the Cluster(s) they wish to bid on, that will provide the lowest Total Estimate Annual Cost for All Pest Control Services Per Cluster. All bids must be submitted on an original Cost Proposal Form (pages 34-36). Any alteration to the Cost Proposal Form may result in your bid being disqualified. If a Cluster is not completely filled in, the bid for that Cluster may not be considered.

1. Multiple Award

A bidder may bid on one or more Clusters. One or more contracts may be awarded from this IFB. All sites in a Cluster are to be serviced by the winning bidder.

2. Mathematical Errors

Any mathematical errors on the Cost Proposal Form will be corrected based on the information provided by the bidder in the Cost Per Routine Scheduled Inspection/Treatment column for A: Routine Schedule Inspection/Treatment and the Cost Per Non-Routine Service column for the B: Non-Routine Service.

3. Right to Reject

Only proposals judged to be responsive to the submission requirements set forth in this IFB will be evaluated. OPWDD reserves the right to reject any and all offers.

4. Confirmation of Ability to do Service

OPWDD reserves the right to confirm any Bidder has the ability to perform the services as outlined in the scope of work including the right to request detailed listings of equipment, staffing, service routes, etc.

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

Qualifications & Scope of Work

MONTHLY PEST CONTROL SERVICES FOR NEWARK CAMPUS AND MONROE DEVELOPMENTAL CENTER

Statement of Work

Finger Lakes DDSOO is an agency of the Office for People with Developmental Disabilities (OPWDD). The Campuses serve a developmentally disabled population including some individuals who are medically or physically disabled, as well as some who are confined to wheelchairs. The following specifications cover Pest Control Services for Finger Lakes DDSOO Newark Campus at 703 East Maple Avenue, Newark, NY 14513 in Wayne County, and the Monroe Developmental Center at 620 Westfall Road, Rochester, NY 14602 in Monroe County. A location listing with addresses, telephone numbers, and square footage is included in Exhibit A – Site Listing.

A. GENERAL INFORMATION:

The Contractor will plan, set-up, and maintain an Integrated Pest Management (IPM) program at each location and will supply all services within the framework of this Scope of Work. The Contractor is to elicit the cooperation of OPWDD staff, and all others concerned in order to protect the health, safety, and wellbeing of individuals, staff, and Contractor's employees. The Contractor must ensure compliance with regulatory regulations and guidelines. The IPM program components include the following:

1. **Inspection** – Each site shall be inspected at the start of the contract and at regular intervals thereafter (to be done monthly) for circumstances conducive to pest infestations such as harborage areas, sources of food, water, and means of ingress into the facility.
2. **Identification** – Pests present as indicated by sighting, droppings, and other evidence should be clearly identified so that the appropriate control measures can be selected.
3. **Control Procedures** – Once each site has been inspected thoroughly and the problem pests identified, the control methods are then determined and implemented through close attention to the following:
 - a. **Sanitation** – All sanitary situations affording pests harborage such as food and water are noted and reported to the OPWDD staff for corrective actions.
 - b. **Environment** – Structural and environmental conditions conducive to pest infestations shall be reported to OPWDD staff for corrective action.
 - c. **Controls** – Proper and appropriate chemical and non-chemical means of control are to be instituted by the Contractor to reduce the infestations present and maintain each location as pest free as possible and to the satisfaction of OPWDD staff. These control measures shall be placed at means of ingress by pests into the location and along their routes of travel (ingress and travel routes are to be determined by the Contractor in the "Inspections" and "Identification" steps above). Chemical and non-chemical

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applications shall also be thoroughly and generally applied throughout the building, as appropriate; along all baseboards; behind bulletin boards, pictures, and furniture; in elevator and equipment rooms; in storage areas, desks, and cabinets; in bedrooms, program rooms, furniture, wheelchairs, closets and radiators; food areas; etc.

Contractor shall identify and use chemicals which may legally and safely be utilized for such general applications.

4. **Evaluation** – The Contractor will be required to continuously monitor and evaluate the effectiveness of the program monthly in conjunction with OPWDD staff and to maintain such written records of operations in the facility as is required by regulatory agencies and as stipulated in the contract specifications.
5. **Education** – Since the effectiveness of an IPM program is heavily dependent on the cooperation of all concerned, the Contractor shall conduct an annual seminar for the OPWDD staff from the locations in Exhibit A to explain the IPM program and to elicit their support and cooperation. In addition, Contractor will provide training and training materials to OPWDD staff on pest management and elimination as requested by the Finger Lakes Business Office or designee.

B. SERVICES TO BE PROVIDED

1. Routine Scheduled Inspections/Treatments:

- a. Contractor shall provide each location with labor, equipment, materials, and chemicals necessary for the control and elimination of common indoor insects, arachnids, rodents, and other pests to include, but not necessarily limited to:

- | | | |
|-----------------|--------------|------------|
| • Ants | • Earwigs | • Spiders |
| • Bees | • Fleas | • Termites |
| • Beetles | • Flies | • Ticks |
| • Booklice | • Mice | • Wasps |
| • Cluster Flies | • Moths | |
| • Cockroaches | • Rats | |
| • Crickets | • Silverfish | |

- b. Treatment for bedbugs is not to be included in this contract. Bedbug remediation service will be paid outside of this contract by a purchase order or credit card as a separate service.

2. Non-Routine Service:

- a. The Contractor shall be available to provide non-routine service and shall respond to telephone requests by the locations within twenty-four (24) hours, Monday through Friday, or within forty-eight (48) hours, Saturday, Sunday, and Holidays.
- b. A non-routine service is defined as a sudden and unusually heavy pest infestation occurrence and is such a disruptive nature as to affect the normal operation of a facility to the point that the situation cannot wait for the regularly scheduled routine service.

- c. Non-routine service will include a thirty (30) day warrantee and an additional follow up visit completed within the thirty (30) day warranty period. In the event that a reoccurrence of a treated pest issue occurs within the thirty (30) day period, the Contractor shall render services until such issue is resolved to the satisfaction of OPWDD.
- 3. Record Keeping:**
- a. Full and complete written records shall be maintained at each location by the Contractor to meet legal and regulatory requirements and shall include, but not limited to the following:
- 1) **Sanitary Inspection Reports** - Inspections shall be monthly. Additional services may be required if deemed necessary by OPWDD staff.
 - 2) **Treatment and Pesticide Usage Reports** - these reports must be maintained to satisfy requirements and must contain the following minimum information:
 - problem pest identification
 - pesticide applied and rate of application
 - location of infestation and treatment
 - date of treatment
 - signature of certified Pest Control Technician
 - signature of OPWDD staff attesting to the work completed
 - 3) **Follow Up Reports** - Regular reports shall be submitted to OPWDD staff indicating progress or lack of progress achieving the control and elimination goals of problem pest infestations.
 - 4) **Special Requests** - Records of requests for special treatments other than routine scheduled service shall be kept and must include the following information:
 - date of request or call
 - name of person making the request
 - location and telephone number of person making the request
 - area specific location and time of the pest problem
 - problem pest identified
 - the number of problem pests observed
 - date and time of treatment
 - signature of certified Pest Control Technician performing the work
 - signature of OPWDD staff verifying work completed
 - 5) **Bait Station, Trap Records, and Rodent Control Service Reports**- Reports shall be completed during each service visit. See **E. METHODOLOGY OF SERVICE** for more detailed specifications.
 - 6) **Sign-In/Sign-Out Log** - The Contractor is required to complete the location's Sign-In/Sign-Out log when reporting for each visit and completing service.

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- b. The Contractor must review each location's complaint log when reporting for service. The log will detail areas of infestation noted by OPWDD staff.

C. LOCATION AND FREQUENCY OF SERVICE

1. All areas of each location shall be treated monthly as needed.
2. All areas of each location (and grounds when deemed necessary) shall be subjected to a heavy-duty intensive treatment (e.g. fogging or clean-out treatment) as required.
3. Any special areas of infestation as noted by the Plant Superintendent or designee.

D. SCHEDULE AND TIME OF SERVICE

1. **Schedules** – Unless otherwise indicated herein, the schedule of times and work shall be by mutual agreement directly between the Contractor and OPWDD staff. Services shall be provided at such times which will minimize risk of hazards.
2. **Initial Routine Scheduled Service** – Upon award of contract, the Contractor will have 30 days to schedule and complete the initial routine scheduled inspection/treatments for all contracted sites.
3. **Holiday Service** – Service shall not be performed on holidays. Regular scheduled service falling on State Holidays shall be made within the same week. Recognized Holidays are:

New Year's Day	Labor Day
Birthday of Martin Luther King Jr.	Columbus Day
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
Juneteenth	Christmas Day
Independence Day	

E. METHODOLOGY OF SERVICE

1. **Direction** - OPWDD staff shall direct the Contractor and cooperate to ensure that the locations are pest free.
2. **General Service Procedure** – Contractor shall follow the General Service Procedure when reporting for service:
 - a. **Step 1** - The Contractor reports to OPWDD staff and will sign-in at the appointed time to review the work to be done, namely by checking the "Complaint Log" and by adhering to the schedule set up with OPWDD staff for each location.
 - b. **Step 2** - The Contractor shall record all special requests for service on their job ticket and proceed to service these requests.

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- c. **Step 3** - After completion of the special requests, the Contractor will proceed with the routine work, as per the schedule.
 - d. **Step 4** - The Contractor, after completion of all the work, shall then turn in all documentation and records to OPWDD staff and obtain the necessary signature on job ticket(s) then sign out at the appointed time.
 3. **Safe Operation** - The Contractor shall exercise extreme caution in its application of pesticides and other operations so as not to endanger, injure, unreasonably interfere with or delay the activities of individuals and other staff at the locations, result in damage to property, or have any other harmful effect on the premises. The Contractor shall ensure, in addition to other safety measures that:
 - a. All chemicals and harmful devices shall be safely conveyed in original containers or packaging or in-service containers that are properly labeled as required by law and fully secured against unauthorized use while on the premises of the locations.
 - b. No restricted use pesticides are to be sold or given away to anyone in the facility, as required by law.
 - c. Chemicals and baits shall be placed in such a manner as to prevent exposure or come into frequent contact with persons at each location.
 - d. All pesticides are to be applied strictly in accordance with, and not exceeding, the manufacturer's label instructions as required by law.
 - e. As a safety consideration, **no drug use of any type**, including cigarettes and alcoholic beverages, by the Contractor or its employees shall be allowed at any time while providing services or while on OPWDD property.
4. **Placement/Maintenance of Bait Station and Traps**
 - a. OPWDD 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. This should be taken into account during all aspects of pest elimination.
 - b. Bait stations and traps shall be appropriate for the locations, pests, and baits to be used. Contractor shall make seasonal adjustments such as color of bait trap, quantity of traps, and location of traps, as necessary. The Contractor must keep a record showing the location and service schedule for all such stations and traps.
 - c. Liquid and solid poison baits shall be placed in distinctively marked bait stations of sturdy plastic, metal, or wood construction – no paper or cardboard stations. Traps should be placed out of general view and located in areas normally inaccessible to users of the facilities, particularly individuals, children, and pets. They should be located so as not to

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be affected by routine cleaning. Covered bait stations shall be used in dietary, food storage, and food handling areas. Paraffinized and weatherproof baits shall be used in wet areas.

- d. All bait stations and traps shall be inspected at every service visit and shall be maintained in a clean and serviceable condition with adequate supplies of fresh baits. OPWDD staff will make daily inspections of traps to remove dead and dying rodents during any active rodent infestations, but the Contractor is required to remove dead and dying rodents during regular service visits. Where obnoxious odors may result from dead rodents, the Contractor shall apply proper masking and deodorizing agents with the consent of OPWDD staff.
- e. All bait stations and traps shall have such tags or labels affixed so as to enable the Pest Control Technician to enter their signature and date after each service. All bait station and trap locations shall be marked by placement of a distinctively colored removable self-adhesive sticker placed on the nearest wall or column to make quick identification of each location.
- f. The Contractor shall make a floor plan of each area where bait stations and traps are located, number each bait station and trap, and enter the location of each numbered bait station and trap on the diagram. These floor plans or diagrams shall be kept with the other records required to be kept on the facilities as indicated herein. A Rodent Control Service Record Form which contains a detailed report of trap servicing and monitoring shall be completed indicating the service of each bait station and trap and turned in at the completion of each service visit as required by OPWDD.

5. Special Applications

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

- a. The need for fogging shall be deemed necessary by mutual agreement between the Contractor and OPWDD staff.
- b. Fogging shall be by Ultra-Low Volume (ULV) process only.
- c. Fogging of the same area shall be limited to a maximum of four times per year and used only as a last resort.

6. Computer and Microchip Equipment

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

F. CHEMICALS AND MATERIALS

1. **Quality** - Contractor shall use only chemicals and materials of the highest quality with proven effectiveness, freshly mixed, formulated, and applied in full compliance with Federal, State and Local regulations, rules, manufacturer's label instructions, and accepted industry standards as determined by the National Pest Control Association.
2. **Quantity** - Contractor will ensure that the Pest Control Technician(s) maintain a sufficient supply of chemicals and materials to complete the assigned work at each location.
3. **Registry** - Contractor shall use only those chemicals currently registered with and approved by the United States Environmental Protection Agency and the New York State Department of Environmental Conservation as applicable to the pests in the locations indicated herein.
4. **Selection** - It is inferred by the herein stated experience, licensing, and certifications that the Contractor is in the daily business of professional pest control and should, therefore reasonably be considered an expert in the use of pest control chemicals, materials, and equipment. Great latitude is therefore extended to the Contractor in the selection of any and all appropriate and lawful pest control means with the approval of the OPWDD staff. However, the Contractor shall be required to identify and utilize chemicals and materials which shall:
 - a. minimize obnoxious odors
 - b. effectively kill pest populations
 - c. lend themselves to legal, safe application in a general and thorough manner throughout the locations
 - d. include "Birth Control" and/or "Maturity Inhibitors" and other such agents in addition to "killing" agents
 - 1) These "Birth Control" and/or "Maturity Inhibitors", such as Hybrophene, shall be utilized in the thorough general applications described above in addition to the killing agents. They shall be applied repeatedly, at intervals designed to render them maximally effective.
5. **Pesticide Application** - Should lack of agreement arise between the Contractor and OPWDD regarding the technical aspects of safe and proper pesticide application practice as it applies to these facilities, referral may be made by the Contractor and facility to technical experts and scientists in Federal, State, and Local Regulatory agencies, Health Departments, the National

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- Pest Control Association, and manufacturers to determine the proper application methods and techniques and to resolve related matters.
6. **Ineffective Chemicals** - In the rare cases where it has been determined that a particular chemical in use at these sites has lost its effectiveness due to a resultant increase in resistance in the target pest population, the Contractor shall replace such ineffective chemicals with more effective ones
 7. **Safety and Chemical Data** - Before the start of this contract, the Contractor shall provide to OPWDD staff the following safety and technical data for chemicals to be used in these sites:
 - a. A list of chemicals and their respective chemical classifications (i.e., organophosphates, chlorinated hydrocarbons, etc.)
 - b. Material Safety Data Sheets for each chemical
 - c. Copies of sample labels for each chemical
 - d. Antidote data including a copy of a standard quick reference chart
 - e. A list of poison control centers and respective telephone numbers as they may apply to the geographic area in which these sites described herein are located
 8. **Sprays and Aerosols** - Use of spray or aerosol pesticides should not be used unless it is absolutely necessary and **only** performed with OPWDD's pre-approval.
 9. **Notification** - Contractor shall place proper public notices or otherwise inform building occupants regarding what pesticides will be applied, where pesticides will be applied, and when pesticides will be applied. Contractor must comply with all local and state regulations codes regarding timely prior notices.
 10. **Rodenticides** - All rodenticides, regardless of packaging, should be placed either in locations not accessible to children, wildlife, and domestic animals, or in EPA-approved tamper-resistant (often termed tamper-proof) bait boxes. All bait boxes shall be labeled (including Contractor's name, address, and telephone number) and dated at the time of installation and each servicing. All bait boxes shall be placed and maintained in accordance with EPA regulations with an emphasis on the safety of non-target species to the greatest extent possible. The following three points shall be strictly adhered to:
 - The lids of all bait boxes must be securely locked or fastened shut
 - Bait must always be placed in the baffle-protected feeding chamber of the box and never in the runway of the box
 - All bait boxes must be securely attached or anchored to the floor, ground, wall, etc., so that the box cannot be picked up or moved
 11. **Baits** - Liquid and solid poison baits shall be placed in distinctively marked bait stations of sturdy plastic, metal or wood construction (no paper or cardboard stations) and should be

placed in areas normally inaccessible to individuals of OPWDD. Covered bait stations shall be used in dietary areas and food processing, storage, and handling areas. Paraffinized or weather resistant baits shall be used in damp and wet areas.

G. ADDITIONAL REQUIREMENTS

1. Pest Control Technicians assigned to these facilities by the Contractor must possess, and maintain at no cost to the State, the following:
 - a. Possess New York State certification in category 7a, Structural and Rodent, and 7f, Food Processing, and other such certification as may apply to the work.
 - b. At least one (1) year of recent full-time paid experience in professional pest control with experience in facilities similar to those outlined herein and suitable knowledge of problem pests and the proper and safe use of pesticides.
2. Upon award of the contract, Contractor will identify and provide contact information to the Finger Lakes Business Office for the individual who will act as the On-site Supervisor. This person will have the authority to act on matters pertaining to the performance of services required under the contract on behalf of Contractor. This individual shall assure safety and carry out coordination and continuity of the program routine. The Supervisor must possess a working knowledge of this contract and the detailed pest elimination plan schedule for OPWDD. The Supervisor must also meet the minimum qualifications identified for Pest Elimination Technicians.
3. Contractor and their employees shall maintain the highest standard of conduct and integrity while on facility premises.
4. Pest Control Technicians shall wear a distinct uniform with the company's name displayed and present a clean, neat, and professional appearance when servicing the facility locations. The Contractor and their employees must always have proper company identification while on OPWDD property.
5. Contractor shall supply and ensure that each Pest Control Technician assigned to OPWDD locations maintains the necessary and required equipment for the safe use and application of all materials as required by the specific site conditions. This may include, but is not limited to, bump hats, work gloves, quality flashlights, boots, clipboards, and miscellaneous tools.
6. Contractor shall be responsible for the orientation of replacement personnel who are not familiar with facilities to be serviced. Such replacement personnel shall be familiar with both the locations and the ongoing interventions.
7. Contractor shall cooperate with Plant Superintendent and staff and will comply with the safety and security requirements imposed by the site. The Contractor's employees will adhere to all OPWDD policies and regulations, including but not limited to smoking, parking, etc.

H. CERTIFICATION AND APPROVAL OF SERVICE

1. **Certification of Service** - The Contractor on completion of the work at each service visit shall obtain the signature of OPWDD staff on Job Ticket(s) as certification that the work as specified has been done satisfactorily. Failure to obtain valid signatures shall result in lack of payment for the work.
2. **Approval of Work** - The progress of the work outlined herein shall at all times be under the direction of OPWDD and all work shall be subject to inspection as to workmanship, quality and quantity, approval and acceptance by OPWDD whose decision in these matters shall be final and binding upon the Contractor.
3. **Outside Review of Work** - All work performed under this agreement may be reviewed periodically by officers of the New York State Office of General Services, Officials of City, State, and Federal regulatory agencies, technical experts, and consultants to ensure that the work is safe and in compliance with all applicable laws, regulations, statutes and the term of this agreement.

I. PROPERTY DAMAGE AND RESTORATION

1. Any property damage caused by or occurring during work performed by the Contractor or their employees is to be corrected to the condition existing prior to start of the job.
2. If the delivery of materials or any other work necessitates the Contractor or their suppliers to drive on the lawn for any reason, the Contractor shall be held responsible for repair of the lawn. Personal vehicles are not to be parked on the lawn.

J. EXTRA SERVICES

“Extra Services” outside the scope of this contract are not to be provided without prior authorization. Extra Services such as: **immediate** removal of an animal inside a habitable space, swarm of bees inside an occupied room, or a bed bug infestation may be requested by OPWDD. Contractor may provide a price quotation for these “Extra Services” upon request. “Extra Services” are not included in this contract. A purchase order authorizing services will be issued prior to commencement of services.

K. CONTRACT MODIFICATION

OPWDD shall have the authority to decrease or modify the work and may suspend service for any period during which the Business Officer in their absolute discretion deems it undesirable to proceed herewith for any reason or cause.

L. ADDITIONAL INFORMATION

The Contractor is advised that the buildings listed for service may have been constructed prior to 1980 and materials used during the construction may be asbestos containing materials (ACM)

as defined by the Occupational Safety and Health Act of 1970 (and any revision since) as well as by Part 56 of Title 12 or the Official Compilation of Codes, Rules and Regulations of the State of New York (12NYCRR Part 56).

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

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

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

M. ACCOUNTING

1. JOB TICKETS

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

- a. The name of the location
- b. The detailed information on the type of service(s) completed
- c. The date of service
- d. Whether service was routine or requested by OPWDD
- e. The signature of OPWDD Staff

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.

2. PREVAILING WAGES

Prevailing Wage applies to this contract. The PRC number for this contract is PRC # 2023900035. A copy of Contractor's certified payroll is required to be submitted with invoices prior to payment for services rendered.

3. INVOICES

Invoices must indicate Invoice number, PO# OPD01- , Contract number, the name of the site, the date of service and the type of service rendered. All contracted sites must be submitted on one monthly invoice. All invoices must have a signed Job Ticket attached. Invoices are to be submitted for payment within thirty (30) days of service to:

Invitation for Bid

OPWDD Finger Lakes DDSOO
 Unit ID: 3660235
 C/O NYS OGS BSC Accounts Payable
 Building 5, Fifth Floor
 1220 Washington Ave.
 Albany, NY 12226-1900

The State of New York may require the Contractor to submit billing invoices electronically. When submitting invoices electronically, please send to: ACCOUNTSPAYABLE@OGS.NY.GOV

eInvoicing information may be found at <https://bsc.ogs.ny.gov/nys-vendors>

4. PAYMENT

Payments will be made based on actual services rendered. This agreement makes no guarantee for provisions of a minimum amount of services.

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

Exhibit A- Site Listing

Cluster 1: Monroe Developmental Center (MDC)					
County	Site	Street Address	City, State, Zip	Phone	Square Footage
Monroe	Monroe Developmental Center	620 Westfall Road	Rochester, NY 14620	585-461-8500	295,205

Cluster 2: Newark Campus					
County	Site	Street Address	City, State, Zip	Phone	Square Footage
Wayne	Tymeson Day Services	703 East Maple Avenue	Newark, NY 14513	315-331-1700 Ext. 2819	96,677
Wayne	Newark Campus Administration Bldg.	703 East Maple Avenue	Newark, NY 14513	315-331-1700 Ext. 2067	16,139
Wayne	Newark Campus Vienna Building	509 Vienna Street	Newark, NY 14513	315-331-1700	73,035

Exhibit B- Newark Campus Map

The star on page 31 denotes the starting location for the Mandatory Site Visit – Store House Building 70

Newark Developmental Center

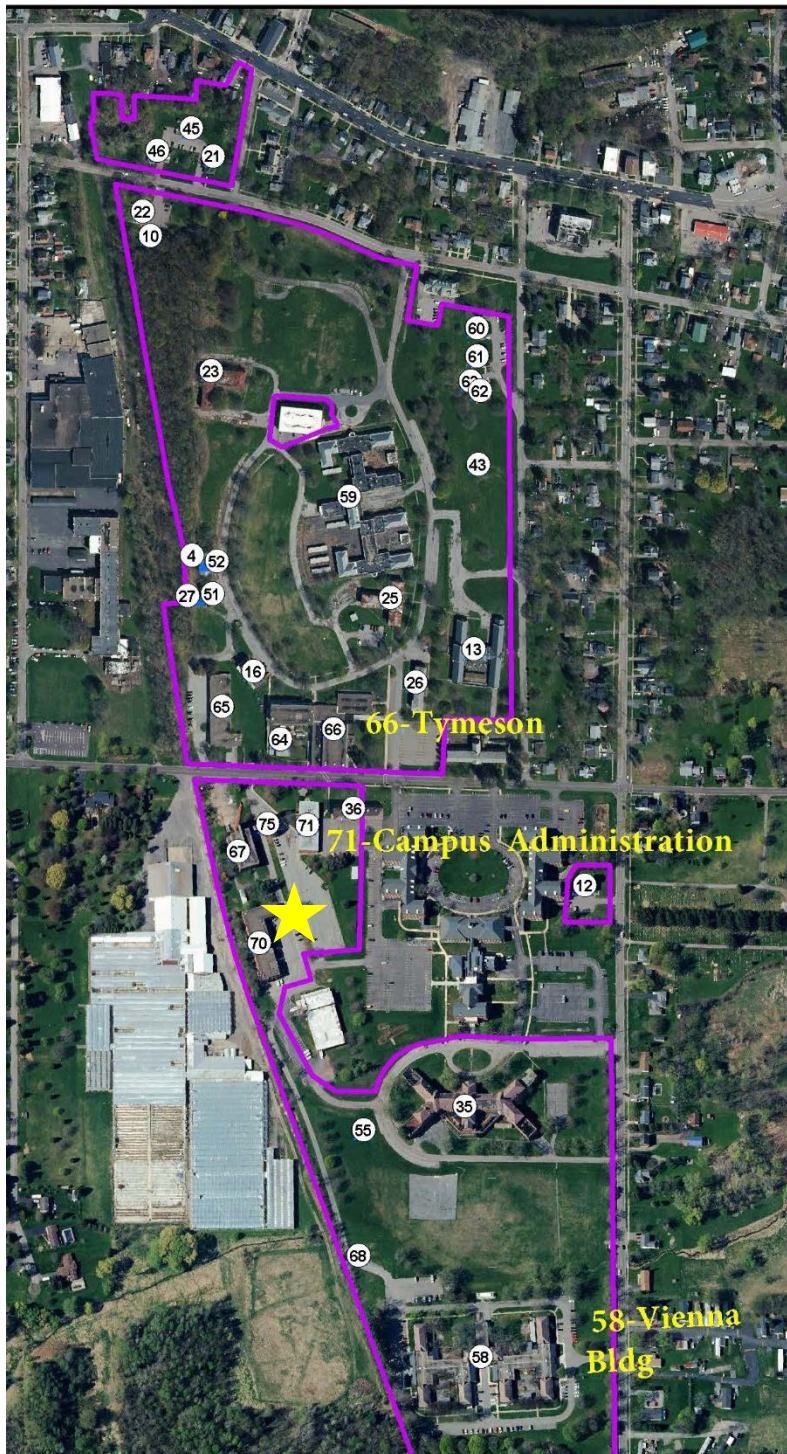
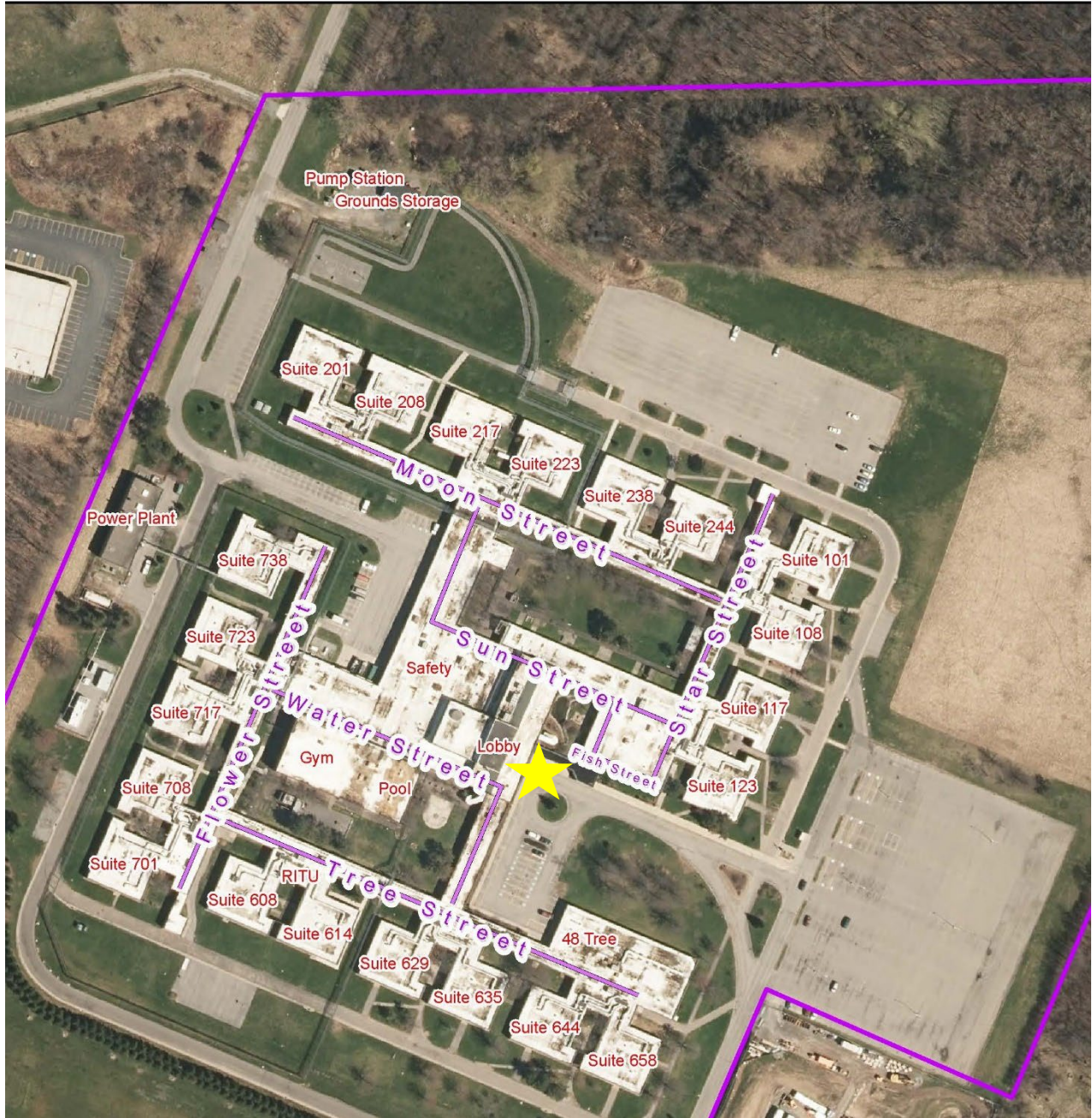


Exhibit C – Monroe Developmental Center Map

The star on page 32 denotes the starting location for the Mandatory Site Visit – Main Entrance

Monroe Developmental Center



Cost Proposal Form

Directions: Please fill in a company name at the bottom of each Cost Proposal Form(s) you are submitting. Be sure to sign and include the **Cost Proposal Form Signature Page (page 36)** with any Cost Proposal Form(s) you're submitting. Do not alter the Cost Proposal Form(s) in any way or your bid may be disqualified. Ensure that all entries are neat and legible. Please see page 18, **Section 17. Evaluation Criteria: Method of Award** for more information.

Perform the following for each Cluster you're submitting a bid for:

For A. Routine Scheduled Inspection/Treatment

1. Enter a Cost per Routine Scheduled Inspection/Treatment for each site listed in the Cluster.
2. For each site listed, multiply the Cost per Routine Scheduled Inspection/Treatment by Number of Services Per Year ($\times 12$) and place that figure in the box marked Annual Cost for Routine Scheduled Inspection/Treatment.
3. Add up the Annual Cost for Routine Scheduled Inspection/Treatment for all sites and place that figure in Part A: Total Annual Cost for Routine Scheduled Inspection/Treatment for the Cluster you're bidding on.

For B. Non-Routine Service

1. On the line labeled Cost Per Non-Routine Service, enter the cost for a Non-Routine Service in the box. Please see the Scope of Work for details regarding a Non-Routine Service.
2. Multiply the amount in the Cost Per Non-Routine Service box by the Estimated Annual Non-Routine Events listed for each Cluster. Place that figure in Part B: Total Estimated Annual Cost for Non-Routine Services for the Cluster you're bidding on.

For Total Estimated Annual Combined Cost per Cluster

1. Transfer the cost from Part A into the box labeled Part A Total.
2. Transfer the cost from Part B into the box labeled Part B Total.
3. Add these two costs and place that figure into the box for Total Estimated Annual Combined Cost for All Pest Control Services per Cluster.

Cluster 1: Monroe Developmental Center

A: Routine Scheduled Inspection/Treatment

Site	City, State Zip Code	Estimated Sq. Footage	Cost Per Routine Scheduled Inspection/Treatment	Number of Services Per Year	Annual Cost for Routine Scheduled Inspection/Treatment
Monroe Developmental Center	Rochester NY 14620	295,205	\$	x 12	\$
Part A: Total Annual Cost for Routine Scheduled Inspection/Treatment for Cluster 1					\$

Part B: Non-Routine Service

Cost Per Non-Routine Service	\$
Estimated Annual Non-Routine Events for Cluster 1	x 13
Part B: Total Annual Cost for Non-Routine Services for Cluster 1	
	\$

Total Estimated Annual Combined Cost for Cluster 1

Part A Total	\$
Part B Total	\$
Total Annual Estimated Combined Cost for All Pest Control Services for Cluster 1	
	\$

Company Name: _____

Invitation for Bid

Cluster 2: Newark Campus

A: Routine Scheduled Inspection/Treatment
--

Site	City, State Zip Code	Estimated Sq. Footage	Cost Per Routine Scheduled Inspection/Treatment	Number of Services Per Year	Annual Cost for Routine Scheduled Inspection/Treatment
Newark Campus Administration Bldg.	Newark, NY 14513	16,139	\$	x 12	\$
Newark Campus Vienna Building	Newark, NY 14513	73,035	\$	x 12	\$
Tymeson Day Services	Newark, NY 14513	96,677	\$	x 12	\$
Part A: Total Annual Cost for Routine Scheduled Inspection/Treatment for Cluster 2					\$

B: Non-Routine Service

Cost Per Non-Routine Service	\$
Estimated Annual Non-Routine Events for Cluster 2	x 8
Part B: Total Annual Cost for Non-Routine Services for Cluster 2	\$

Total Estimated Annual Combined Cost for Cluster 2

Part A Total	\$
Part B Total	\$
Total Annual Estimated Combined Cost for All Pest Control Services for Cluster 2	\$

Company Name: _____

Cost Proposal Form Signature Page

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:

Email Address:

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.