

BUFFALO LAKESIDE COMMERCE PARK

REQUEST FOR PROPOSALS



LAWN, LANDSCAPE & SNOW PLOWING SERVICES

2023- 2026 SEASONS

BUFFALO URBAN DEVELOPMENT CORPORATION

**95 PERRY STREET, SUITE 404
BUFFALO, NY 14203**



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REQUEST FOR PROPOSALS

General Maintenance, Lawn care, Landscaping, and Snow Plowing Services at Buffalo Lakeside Commerce Park November 2023 – October 2026

Specifications for proposals are included with this solicitation. All proposals must be submitted by 2:00 pm Friday, October 13th, 2023, to Buffalo Urban Development Corp located at 95 Perry Street, Suite 404, Buffalo, NY, 14203. Attention: Talia Johnson- Huff.

**THE BUDC RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS AND TO
WAIVE ANY INFORMALITIES THEREIN.**

I. General

The Buffalo Urban Development Corp., (BUDC) is seeking bids from reliable lawn care, landscaping, and snow plowing contractors for the upcoming seasons. Our desire is to set the landscaping tone for the entire Buffalo Lakeside Commerce Park. The commercial tenants own and are responsible for their specific parcels. To accomplish this, we wish to retain an established contractor with a desire to excel and the ability to raise our park and right-of-way grounds, to a level of excellence. The BUDC is a not-for-profit corporation exempt from New York State Sales Taxes. All services need to be provided in a manner that will not interfere with the daily operations of the industrial property owners. The contract will be for three years and expire on October 31st, 2026.

II. LOCATION

The location is at Ship Canal Parkway which runs between Tifft Street and Commerce Drive in the City of Buffalo and it surrounds the Union Ship Canal, including Laborer's Way, Hanna Drive, and the Ship Canal Commons Park. The selected Contractor will be responsible for all equipment, materials, labor, and oversight to provide the services later described.

A pre-proposal site meeting will be held on Wednesday, September 27th, 2023 at 11:00 AM in the main parking lot just south of Union Ship Canal.

III. SCHEDULE FOR SELECTION

Pre-submission site visit	11:00 AM September 27 th , 2023
Deadline for Proposals	2:00 PM October 13 th
Initial Contractor Selection	October 20 th
BUDC Board Consideration	October 31 st
Contract Award	On or about November 1 st

Factors that will be considered in the selection process may include the following:

1. The Proposal Price
2. Experience performing these services on similar properties.
3. The number of City of Buffalo Residents currently employed by your firm
4. The number of Women or Minority Status workers employed by your firm
5. Proposals received from MBE and/or WBE Firms.

IV. PROPOSALS

Proposals need to be sent to: tjohnson-huff@ecidany.com, subject “**BLCP Services Proposal 2023-2026**”. We will not accept any paper proposals for this request.

All proposals must include completed bid and procurement forms and be signed by the owner as listed within Exhibit B by Friday October 13th at 2:00 PM.

BUDC Procurement Policy requires that all communications pertaining to this proposal must be through only one authorized representative. Any communications with BUDC staff or board members pertaining to this request for proposal may result in a bidder disqualification unless the bidder’s statements and questions are directed to the authorized representative.

The authorized representative for this project will be Talia Johnson- Huff.

Please direct all questions only to the designated authorized representative at (716)362-8388 or tjohnson-huff@ecidany.com

SERVICE AGREEMENT

LAWNCARE, MAINTENANCE AND SNOW PLOWING AT BUFFALO LAKESIDE COMMERCE PARK 2023 -2026

THIS AGREEMENT made this ____day of November 2023, by and between the Buffalo Urban Development Corp., (BUDC), owner with offices located at 95 Perry St., Suite 404, Buffalo, New York 14203 and _____ (CONTRACTOR), with offices located at _____.

WITNESSETH:

For and in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE 1- CONTRACTOR'S SERVICES AND RESPONSIBILITIES

The Buffalo Urban Development Corp., (BUDC), hereby retains and employs the CONTRACTOR, and the CONTRACTOR agrees to provide Lawn Care, Landscaping Services, Snow Plowing and Maintenance as directed in accordance with the specifications contained within the Request for Proposal better defined under Exhibit A, (Services Specifications).

ARTICLE 2- TERM

The term of this Agreement shall commence on the later of the date hereof or upon the CONTRACTOR'S execution of this agreement AND the simultaneous provision by the CONTRACTOR of a Certificate of Insurance evidencing the coverage required below. This contract will span three, (3) seasons and expire on October 31, 2026, unless otherwise suspended or terminated.

ARTICLE 3- PAYMENT

BUDC shall pay the CONTRACTOR the following fee for the services described in Exhibit A. Further, additional services, provided as requested by the BUDC, will be charged according to the Specified costs listed in CONTRACTOR Proposal attached as Exhibit B:

“As per Exhibit B billed monthly”

Payments shall be made within 30 days of BUDC's receipt and approval of a detailed invoice from the CONTRACTOR on which charges have been specified.

ARTICLE 4- INDEPENDENT CONTRACTOR

The CONTRACTOR is retained by the BUDC only for the purposes and to the extent set forth in this Agreement, and its relation to the BUDC shall be as an independent contractor. The CONTRACTOR represents that it is qualified to render the Services set forth herein under the laws of New York. The CONTRACTOR and its employees shall not be considered, under the provisions of this agreement or otherwise, as having employee status or as being entitled to participate in any plan, benefit or arrangement which the BUDC has for its employees. The CONTRACTOR shall provide, at its own expense, all Workers' Compensation, Social Security, New York State Disability, Unemployment Insurance and other coverage required for its employees.

ARTICLE 5- INSURANCE

The CONTRACTOR agrees to carry at its own cost and expense and for the benefit of the BUDC the following insurance coverage with limits not less than stated:

1. Comprehensive General Liability, including completed operations, explosions, collapse and underground operations, contractors protective liability, broad form contractual liability and indemnity.
 - \$1,000,000 Bodily Injury and Property Damage Occurrence
 - \$2,000,000 Aggregate
2. Personal Injury (with employment exclusion and contractual exclusion deleted).
 - \$1,000,000 Occurrence and Aggregate
3. Auto Liability (including non-owned and hired vehicles)
 - \$1,000,000 CSL
4. Statutory Workers' Compensation, Employers' Liability and Disability Benefits
 - Unlimited
5. And any other special insurance or indemnification as required by the BUDC against Or, loss damage throughout the period of the work performed.

Such insurance shall be with a casualty insurance company authorized under the laws of the State of New York and satisfactory to BUDC. The CONTRACTOR shall furnish BUDC prior to the commencement of operations hereunder a properly executed copy of a Certificate of Insurance showing that such insurance is in force. Such certificate shall

provide that the insurance will not be cancelled, terminated materially changed or renewed until at least 45 days prior notice has been given to the BUDC.

6. Certificate of Insurance shall name the following entities as “additional insureds”:

- Buffalo Urban Development Corp
- Erie County Industrial Development Agency
- City of Buffalo
- Buffalo Lakeside Commerce Park Property Owners Association, Inc.
- Buffalo Lakeside Commerce Park I, LLC

ARTICLE 6- SUSPENSION AND TERMINATION

BUDC reserves the right to terminate this Agreement at any time during the term of the contract by giving a thirty (30) days’ written notice of its intent to the CONTRACTOR. BUDC also reserves the right to terminate the Agreement for cause immediately upon written notice. The CONTRACTOR shall have the right to terminate this Agreement at any time during the term of the contract by giving forty-five (45) days’ written notice of its intent to terminate to BUDC.

ARTICLE 7- COMPLIANCE WITH LAWS AND REGULATIONS

The CONTRACTOR agrees to provide any and all Services required by this Agreement in accordance with the mandates of any and all State or Local statutes, Regulations, laws, or ordinances in effect or promulgated during the term of this Agreement or extension thereof.

ARTICLE 8- NON-DISCRIMINATION

The CONTRACTOR shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, ancestry, sex, age, disability, or marital status and shall under programs of affirmative action ensure that such employees and applicants are afforded equal employment opportunities without discrimination. The CONTRACTOR shall comply fully with the non-discrimination and equal opportunity provisions of the Civil Rights Law of the State of New York and Sections 291-299 of the Executive Law of the State of New York.

ARTICLE 9- INDEMNIFICATION

The CONTRACTOR agrees to indemnify and hold the BUDC harmless for any claims, damages, loss, or expenses arising out of any negligent error or omission by the CONTRACTOR or others in connection with any of the Services performed by the CONTRACTOR under this Agreement, and from any claims, damages, loss or expenses arising out of the performance of said Services by the CONTRACTOR pursuant to this Agreement.

Nothing contained in this Agreement, or any obligations herein imposed upon BUDC, or the breach thereof, shall constitute or give rise to or impose upon BUDC a pecuniary liability or a charge upon its general credit. All covenants, stipulations, promises, agreements and obligations of BUDC contained herein shall be deemed to be covenants, stipulations, promises, agreements and obligations of BUDC, and not of any member, director, officer, employee or agent of BUDC in his or her individual capacity, and no recourse shall be had for any claim hereunder against any member, director, officer or employee or agent of the BUDC.

ARTICLE 10- NON-ASSIGNABILITY

The CONTRACTOR shall not assign or subcontract all or any portion of this Agreement without the prior written consent of the BUDC. Any such assignment as is consented to by the BUDC shall not relieve the CONTRACTOR from its responsibility for the performance of the Services hereunder.

ARTICLE 11- NOTICES

All notices that may be given in connection with this Agreement shall be in writing and shall be delivered personally, or mailed, postage prepaid, by regular mail, to the party at the address specified above or such other address as may be designated in writing from time to time. Notices shall be deemed given upon delivery or upon deposit with the United States Mail.

ARTICLE 12- ENTIRE AGREEMENT

Each party hereto acknowledges its full understanding of this Agreement, that there are no verbal promises, undertakings or agreements in connection herewith and that this Agreement may be modified only by a written agreement signed by the parties hereto. All previous negotiations and agreements between the parties hereto with respect to the transaction set forth herein are merged into this instrument which fully and completely expresses the entire agreement between the parties, setting forth all the parties' rights and obligations.

ARTICLE 13- SEVERABILITY

The provisions of this agreement shall be severable, and if any clause, sentence, paragraph, provision or other part hereof shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder hereof, which remainder shall continue in full force and effect.

ARTICLE 14- GOVERNING LAW

This Agreement shall be governed by and interpreted, construed and enforced in accordance with, and subject to, the laws of the State of New York.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Firm Name

Buffalo Urban Development Corporation

By _____

By _____

Date _____

Date _____

Exhibit A

Request for Proposal
Including Site Specifications

Exhibit A. (Specifications)

2023-2026 Buffalo Lakeside Commerce Park Service Specifications

This Contract is for the entire Buffalo Lakeside Commerce Park Property, and the roadways Right of Way lawn areas, (a minimum three feet beyond all walks and to the curbs), except where existing companies are located. It will be for the entire grass growing season in 2024, 2025 and 2026 and the entire snow plowing seasons of November 2023 through April 2026.

These services will encompass three specific sections and require three separate cost breakouts.

1. Part 1 is the roadways right of way lawn maintenance including weeding around trees and litter removal for the entire industrial park as noted on the attached drawing Exhibit C.
2. Part 2 is the public park, (BLCP) surrounding the north, east and south sides of Union Ship Canal. Including maintenance, entrances and roundabout landscaping, lawn care and litter collection and removal using a dumpster service.
3. Part 3 is the snow plowing for one parking area within the park and two short sidewalks as noted on the Site Map.

The BUDC may wish to consider separate contractors for each part but would prefer to work with one single service provider for all three segments and may favor this approach.

Service Specifications for Part 1: (The BLCP Right of Way Maintenance), will include but not be limited to the following items and responsibilities:

Lawn care and Landscaping Requirements for BLCP Right of Way:

1. Cut and trim all grass areas weekly to include removal of all trimmings, litter and debris from lawns and sidewalks, and weeding of beds and around trees.

Areas to cover are as follow: (A Highlighted Map is Included as Exhibit C)

- a) All lawn areas between the street curbing and sidewalks and a minimum 36" or one pass of mower on the tenant side of walks for the entire length of Ship Canal Parkway, Laborer's Way and Hanna Drive in the areas noted in green on map.
- b) All road intersections and entranceway lawns shall be included.
- c) The berms at the intersection of Ship Canal Parkway and Commerce Street shall be included in the weekly mowing.
- d) Trim around all poles, signs, trees, fences, walls, and posts.
- e) Weed beds and trees weekly as needed.
- f) Repair lawn as necessary.
- g) Minor lawn patching and re-seeding as necessary. (Include 50 yards of top soil and seed and cover).
- h) Include all applicable spring cleanup items throughout the right of way grounds.

2. Additional work will be performed only after the prior written approval of BUDC.
3. Treatments: A typical three step application of lawn fertilization and weed control applied as recommended by the manufacturer.

Alternative solutions for this item will be considered and encouraged.

Note: Weed killer and chemicals not approved by the NYSDEC shall not be used within 200 feet of the canal walls.

Work is to be performed at a time and in a manner, that will not interfere with the daily operations of the tenants of Buffalo Lakeside Commerce Park or their service providers.

All correspondence will be in writing to this address.

BUDC 95 Perry St., Suite 404,

Buffalo, NY 14203 Attn:

Talia Johnson- Huff or email to: tjohnson-huff@ecidany.com

Service Specifications for Part 2: (The Ship Canal Park lawn care, landscaping and maintenance), will include but not be limited to the following items and responsibilities:

This Contract is for the Ship Canal Commons “Public Park.” The area is located adjacent to the Union Ship Canal along the north, east and southern edges of the canal extending for roughly 200 feet each direction. The park areas do not include the right of way areas along the roadways that are currently being cared for under a different contract item. This item will be for the entire lawn maintenance seasons in 2024, 2025 and 2026 and will start upon the execution of these documents.

The scope will include but not be limited to the following items and responsibilities:

1. Weekly Responsibilities: (A Highlighted Map is Included in Exhibit C)
 - a) All lawn areas noted in light green on the map are to be mowed to a 2.5” length from April 1st through October 31st.
 - b) All trash receptacles are to be emptied, relined and the trash removed from the site and disposed of in a lawful manner three times per week. (Monday, Wednesday and Friday) A small dumpster will be permissible on site.

- c) All parking lots, promenade, pathways and the pedestrian bridge shall be cleared of debris, gum and litter which shall be disposed of legally off site.
- d) Trim around all poles, signs, trees, fences, walls, landscape edges and posts.
- e) Weed beds and trees as needed and remove dead branches.
- f) Repair lawn as necessary throughout the season as needed.
- g) Rake and freshen beds surrounding all entranceways as needed. Re-mulch and cover any and all weed block barrier, when exposed.
- h) Rake stone trails (in red and brown on map) and add stone when necessary. (This will be determined by Project Manager)
- i) Remove small debris once per month from canal at northeast shallow water areas.

2. Annual Spring Cleanup:

- a) Clean up and dispose of all branches, litter, large debris in brush around Ship canal parkway, dead trees and debris.
- b) Remove old mulch and add new dark mulch around all right of way and mowed area park trees, (not including the wild flower areas), gardens and shrubs, including the entranceway beds.
- c) Replace all trunk deer protection devices as needed on right of way trees.
- d) Reform vertical lawn cuts separating lawn areas from beds and trees
- e) Furnish and install a minimum of 50 yards of topsoil and seed for lawn repairs.
- f) Reform pathway edges
- g) Weed invasive species throughout the forest floor areas
- h) Prune and trim trees removing all dead branches
- i) Haul away and dispose of all debris removed in a lawful manner

3. Additional Responsibilities:

- a) Mow the wildflower areas once in late July and once in November only.
- b) Manage the wildflower areas by weeding on a monthly basis adhering to standard horticultural practices.
- c) Rake and dispose of leaves two times per season.
- d) Plant seasonal floral displays at roundabouts and entrance beds
- e) Make arrangements to control goose droppings on all walkways and parking lots
- f) Report any maintenance concern immediately to owner's representative.
- g) Remove as needed invasive species from wetlands area using standard horticultural policies.
- h) Offer suggestions for beautification or process improvement projects.
- i) Maintain a **weed-free** walk surface on promenade.
- j) Host an owner walk through in spring, summer and fall for status review.
- k) Care for task orders as requested by BUDC.

Work is to be performed at a time and in a manner, that will not interfere with the daily operations of the tenants of Buffalo Lakeside Commerce Park or their service providers.

All correspondence will be in writing to this address.

BUDC 95 Perry St., Suite 404, Buffalo, NY 14203

Attn: Talia Johnson- Huff or email to: tjohnson-huff@ecidany.com

Service Specifications for Part 3: (The Ship Canal Park Snow Plowing and Services), will include but not be limited to the following items and responsibilities:

This Contract is for the property at Ship Canal Commons parking area and sidewalks only as specified in the attached maps. It will include but not be limited to the following items and responsibilities:

SEASON: Starts November 1st and ends April 30th.

1. Snow Plow and salt the main parking lot only, (in green) as needed stockpiling the snow on site. The first roundabout and parking area east of this, (near maintenance building will be serviced. All other parking areas are not to be plowed under this agreement.
2. The sidewalks identified in green are to be cleared under this agreement. One is west of the roundabout and the other walk is directly east of the canal as marked on the map.
3. Perform step 1 and 2 if there is a snowfall of 2" or more in this area.
4. If staging areas exceed the 6' height or if parking spaces are lost, a removal operation may be necessary. Owner must be notified prior to any removal operation.
5. Contractor must be licensed and insured to work in the State of New York and City of Buffalo.
6. The Contractor will be completely responsible for repairing or replacing back to pre-season condition, any damage caused by plowing, snow removal and all equipment use to lots, fences, sidewalks, Landscaping, and all Facilities. A walk through will be scheduled with the owner to identify any concerns and post-season deficiencies.
7. All damages will be identified to the Contractor prior to the expiration date by the BUDC. Repairs must be complete by the 1st of June each season.
8. This contract will expire and not renew unless a written extension is agreed upon by both parties.

Work is to be performed at a time and in a manner, that will not interfere with the daily operations of the tenants of Buffalo Lakeside Commerce Park or their service providers.

All correspondence will be in writing to this address.

BUDC 95 Perry St., Suite 404, Buffalo, NY 14203

Attn: Talia Johnson- Huff or email to: tjohnson-huff@ecidany.com

Exhibit B.

(Proposal Form)

Proposal Package Must Include Each Item 1 - 4

1. Procurement Form and Proposal Forms Completed
2. Contractor's Company Profile Statement
3. Current City of Buffalo License for plowing and for landscaping.
4. Business References List, including at least 3 contacts

Proposal Forms

_____ proposes to fulfill the
Company Name

requirements of all three, (3) sections of this proposal; the ROW mowing, the park maintenance and the snow plowing as specified in the contract documents for the entire term of the agreement including but not limited to all labor, materials, transportation, equipment, training, supervision and expenses for the combined three year contract total listed below:

Three Year Total Contract Bid Amount \$ _____

Please complete the following breakout for each contract category which shall total together to equal the above amount.

Note* As previously mentioned the BUDC will consider individual category bids however their desire and favor would be to enter in to an agreement with one contractor for providing all of the services for the three year term.

Proposal Part 1: Right of Way Lawn Maintenance

Company Name: (print)_____

Name of Owner: (print)_____

Number of Employees: _____ Our company has a Buffalo City License____

Number of Minority Status Workers_____

Number of Female Workers _____

Number of employees that reside within the City of Buffalo _____

Is your firm certified as a WBE, MBE or other? (please list) _____

Insurance coverage as specified is in place and an up to date Insurance certificate will be provided in accordance with Article 5. upon selection: yes no

Rate Structure for the 2024, 2025 and 2026 “Grass Growing Season:”

- 1) Weekly cut and services including litter clean up on right of way properties:

Based on ____ Weeks of Service @ \$_____ per Week.

Annual Cut and Cleanup Total \$_____

- 2) Spring Clean-up (to include all the items listed in Exhibit A)

Annual Right of Way Spring Clean-up Total \$_____

- 3) Fertilization and Weed Control Three Step Treatment \$_____

- 4) Alternative Fertilization and Weed Control \$ _____

- 5) Combined Annual Right of Way Total for 2024 \$_____

- 6) Combined Annual Right of Way Total for 2025 \$_____

- 7) Combined Annual Right of Way Total for 2026 \$_____

- 8) Part 1 Right of Way Contract (3-year Total) \$ _____

(the sum of item5, 6 and 7)

Owner’s Signature _____

Proposal Part 2: Park Lawn care and Maintenance

Company Name: (print)_____

Name of Owner: (print)_____

Number of Employees: _____ Our company has a Buffalo City License_____

Number of Minority Status Workers_____

Number of Female Workers _____

Number of employees that reside within the City of Buffalo _____

Is your firm certified as a WBE, MBE or other? (please list) _____

Insurance coverage as specified is in place and an up to date Insurance certificate will be provided in accordance with Article 5. upon selection: yes no

Rate Structure for the 2024, 2025 and 2026 “Grass Growing Season:”

1) Weekly cut and services including litter clean up on park properties:

Based on _____ Weeks of Service @ \$_____ per Week.

Annual Cut and Cleanup Total \$_____

2) Spring Clean-up (to include all of the items listed in Exhibit A, Part 2)

Annual Park Spring Clean-up Total \$_____

Large Trash Removal ALTERNATE \$_____

(Cost for trash heavy trash removal that may require a dumpster)

3) Alternative Fertilization and Weed Control for \$ _____

4) Combined Annual Park Total for 2024 \$_____

5) Combined Annual Park Total for 2025 \$ _____

6) Combined Annual Park Total for 2026 \$_____

7) Part 2; Park Maintenance (3-year Total) \$ _____

(the sum of item4, 5 and6)

Owner’s Signature _____

Proposal Part 3: Park Snow Plowing Services

Company Name: (print)_____

Name of Owner: (print)_____

Number of Employees: _____ Our company has a Buffalo City License_____

Number of Minority Status Workers_____

Number of Female Workers _____

Number of employees that reside within the City of Buffalo _____

Is your firm certified as a WBE, MBE or other? (please list) _____

Insurance coverage as specified is in place and an up to date Insurance certificate will be provided in accordance with Article 5. upon selection: **yes** **no**

This will include the contractor submission. To not be less than the following items:

1. Annual cost of parking lot plowing. \$_____
- 2 Annual cost of sidewalk clearing \$_____
- 3 Combined Total for 2023-24 Season \$ _____
- 4 Combined Total for 2024-25 Season \$ _____
- 5 Combined Total for 2025-26 Season \$ _____
6. Part 3; Snow Plowing Bid (3 year Total) \$ _____
(the sum of item3, 4 and 5)

Plowing invoices should be submitted in 6 equal monthly payments beginning Nov. 1st

Certificate of Insurance: Please email to tjohnson-huff@ecidany.com making sure to follow the instructions listed for additional Insureds.

Owner's Signature _____

Contractor Contact Name _____

Contractor Mobil Number _____

Contractor E-mail _____

PROCUREMENT LOBBYING RESTRICTIONS

1. Restrictions on Bidder Communications with BUDC

Pursuant to State Finance Law §§139-j and 139-k, this Request for Proposals imposes certain restrictions on communications between Bidders and BUDC during the procurement process. Bidders are prohibited from making contacts (whether oral, written or electronic) with any BUDC personnel or BUDC Board member other than the designated BUDC staff member (unless the contact is otherwise permitted under State Finance Law §139-j(3)(a)). In addition, Bidders are hereby notified that any contact with any BUDC personnel, BUDC Board member or the designated BUDC staff member which a reasonable person would infer is intended to influence the award of the contract under this Request for Proposals is prohibited. These prohibitions apply from the Bidder's earliest notice of BUDC's intent to solicit proposals through the final award and approval of the procurement contract ("Restricted Period"). For purposes of this Request for Proposals, the designated BUDC staff member is Talia Johnson- Huff. Tjohnson-huff@ecidany.com

Bidders are hereby notified that BUDC is required to collect certain information when contacted by a Bidder during the Restricted Period and make a determination of the responsibility of the Bidder pursuant to State Finance Law §§139-j and 139-k. Certain findings of nonresponsibility can result in rejection of a contract award, and in the event of two findings within a four (4) year period, the Bidder may be barred from obtaining governmental procurement contracts.

2. Bidder's Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j (3) and §139-j (6)(b)

BUDC is required to obtain written affirmations from all Bidders as to the Bidder's understanding of and agreement to comply with BUDC's procedures relating to permissible contacts (described in paragraph 1 above). The affirmation must be provided to BUDC when the Bidder submits its proposal. The form of affirmation to be completed and submitted by the Bidder is included herein as Attachment A.

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

State Finance Law §139-k(5) requires Bidders to provide written certification that all information provided to BUDC with respect to State Finance Law §139-k is complete, true and accurate. The certification must be provided to BUDC when Bidder submits its proposal. The form of certification to be completed and submitted by the Bidder is included herein as Attachment B.

PROCUREMENT LOBBYING RESTRICTIONS

4. Bidder Disclosure of Prior Non-Responsibility Determinations

State Finance Law §139-k(2) obligates BUDC to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, each Bidder 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 (for example, contacting a person or entity other than the designated contact person, 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 the 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 and safety, and that the Bidder is the only source capable of supplying the required article of procurement within the necessary timeframe. Attachment C entitled “Offerer Disclosure of Prior Non-Responsibility Determinations” must be completed by the Bidder and submitted to BUDC at the time of Bidder’s submission of its proposal.

4. Contract Termination Provision

New York State Finance Law §139-k (5) provides that every procurement contract award subject to the provisions of State Finance Law §§139-k and 139-j shall contain a provision authorizing termination of the contract in the event that the certification provided by the Bidder that is awarded the contract is found to be intentionally false or intentionally incomplete. The following provision is hereby incorporated by reference and included in the contract that is awarded (if one is awarded) pursuant to this Request for Proposals:

BUDC Termination Provision

Pursuant to New York State Finance Law §139-k(5), BUDC reserves the right to terminate this contract in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, BUDC may exercise its termination rights by providing written notification to the Contractor in accordance with the written notification terms of this contract.

PROCUREMENT LOBBYING RESTRICTIONS

ATTACHMENT A

Affirmation of Understanding & Agreement pursuant to State Finance Law §139-j (3) and §139-j (6) (b)

I affirm that I understand and agree to comply with the procedures of BUDC relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

By: _____ Date: _____

Name: _____ Title: _____

Contractor Name: _____

Contractor Address: _____

PROCUREMENT LOBBYING RESTRICTIONS

ATTACHMENT B

Offerer/Bidder Certification:

I certify that all information provided to BUDC with respect to State Finance Law §139-k is complete, true and accurate.

By: _____

Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

PROCUREMENT LOBBYING RESTRICTIONS

ATTACHMENT C

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No

Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No

Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No

Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

PROCUREMENT LOBBYING RESTRICTIONS

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Offerer certifies that all information provided to BUDC with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____ Signature _____

Name: _____ Title: _____

Buffalo Lakeside Commerce Park – Maintenance Service



