

***BUFFALO LAKESIDE COMMERCE PARK***



**REQUEST FOR PROPOSAL**

**LAWNCARE, LANDSCAPE & SNOW PLOWING SERVICES**

**2020 -2023 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 2020 – October 2023**

Specifications for proposals are included with this solicitation. All proposals must be submitted by **1:30 pm Friday, October 9<sup>th</sup>, 2020** to Buffalo Urban Development Corp located at, 95 Perry Street, Suite 404, Buffalo, NY, 14203. Attention: Phil Riggs.

### **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 up 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 achieved 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 October 31<sup>st</sup>, 2023.

#### **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 offered on Wednesday, September 30<sup>th</sup>, 2020 at 1:30 in the main parking lot just south of Union Ship Canal.

### III. SCHEDULE FOR SELECTION

Pre-submission site visit, (recommended)	1:30 PM September 30 <sup>th</sup> , 2020
Deadline for Proposals	1:30 PM October 9 <sup>th</sup>
Initial Contractor Selection	October 20 <sup>th</sup>
BUDC Board Consideration	October 27 <sup>st</sup>
Contract Award	On or about October 31 <sup>st</sup>

**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 Residences 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

**Due to current health concerns BUDC will be requesting that you send your proposal to us via email. We will not accept any paper proposals for this request.**

Email proposal to: [priggs@ecidany.com](mailto:priggs@ecidany.com) , subject “**BLCP Services Proposal**”

**All proposals must include completed bid and procurement forms and be signed by owner as listed within Exhibit B by Friday October 9<sup>th</sup> at 1:30 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 Phil Riggs.**

**Please direct all questions only to the designated authorized representative at**

**716-362-8375                      or                      [priggs@ecidany.com](mailto:priggs@ecidany.com)**

## SERVICE AGREEMENT

### LAWNCARE, MAINTENANCE AND SNOW PLOWING AT BUFFALO LAKESIDE COMMERCE PARK 2020 -2023

THIS AGREEMENT made this ----- day of November 2020, 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, 2023** 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, 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 conduct 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 insure 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, losses 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, losses 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 in to 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.

\_\_\_\_\_  
Contractors Firm Name

Buffalo Urban Development Corporation

By \_\_\_\_\_

By \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

**Exhibit A**

**Request for Proposal  
Including Site Specifications**

**Exhibit B**

**CONTRACTOR'S PROPOSAL**

**Exhibit A**  
**Specifications**

## **Exhibit A. (Specifications)**

### **2020-2023 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 2021, 2022 and 2023 and the entire snow plowing seasons of November 2020 through April 2023.

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.

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**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 applications 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 Parkway or their service providers.

**All correspondence will be in writing to this address.**

BUDC 95 Perry St., Suite 404, Buffalo, NY 14203 Attn: Phil Riggs  
or email to: [priggs@ecidany.com](mailto:priggs@ecidany.com)

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**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 2021, 2022 and 2023 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 1<sup>st</sup> through October 31<sup>st</sup>.
  - 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.
- h) Rake stone trails (in red and brown on map), and add stone if necessary.
- 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, dead trees and debris.
- b) Remove old if necessary 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 Parkway or their service providers.

**All correspondence will be in writing to this address.**

BUDC 95 Perry St., Suite 404, Buffalo, NY 14203 Attn: Phil Riggs

or email to: [priggs@ecidany.com](mailto:priggs@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 1<sup>st</sup> and ends April 30<sup>th</sup>.**

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 1<sup>st</sup> 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 Parkway or their service providers.

**All correspondence will be in writing to this address.**

BUDC 95 Perry St., Suite 404, Buffalo, NY 14203 Attn: Phil Riggs

or email to: [priggs@ecidany.com](mailto:priggs@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**      \$           ,          .00

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 2021, 2022 and 2023 “Grass Growing Season:”**

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

Based on 31 Weeks of Service @ \$ \_\_\_\_\_ per Week.

**Annual Cut and Cleanup Total \$** \_\_\_\_\_ **.00**

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

**Annual Right of Way Spring Clean-up Total \$** \_\_\_\_\_ **.00**

3) **Fertilization and Weed Control Three Step Treatment \$** \_\_\_\_\_ **.00**

4) **Alternative Fertilization and Weed Control        \$** \_\_\_\_\_ **.00**

5) **Combined Annual Right of Way Total for 2021 \$** \_\_\_\_\_ **.00**

6) **Combined Annual Right of Way Total for 2022 \$** \_\_\_\_\_ **.00**

7) **Combined Annual Right of Way Total for 2023 \$** \_\_\_\_\_ **.00**

6) **Part 1 Right of Way Contract (3-year Total)                \$** \_\_\_\_\_ **.00**  
**(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 2021, 2022 and 2023 “Grass Growing Season:”**

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

**Based on 31 Weeks of Service @ \$ \_\_\_\_\_ per Week.**

**Annual Cut and Cleanup Total \$ \_\_\_\_\_ .00**

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

**Annual Park Spring Clean-up Total \$ \_\_\_\_\_ .00**

**3) Alternative Fertilization and Weed Control for \$ \_\_\_\_\_ .00**

**4) Combined Annual Park Total for 2021 \$ \_\_\_\_\_ .00**

**5) Combined Annual Park Total for 2022 \$ \_\_\_\_\_ .00**

**6) Combined Annual Park Total for 2023 \$ \_\_\_\_\_ .00**

**7) Part 2; Park Maintenance . . . . .(3-year Total) \$ \_\_\_\_\_ .00**

**(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. \$ \_\_\_\_\_ .00
- 2 Annual cost of sidewalk clearing \$ \_\_\_\_\_ .00
- 3 Combined Total for 2020-21 Season \$ \_\_\_\_\_ .00
- 4 Combined Total for 2021-22 Season \$ \_\_\_\_\_ .00
- 5 Combined Total for 2022-23 Season \$ \_\_\_\_\_ .00
5. Part 3; Snow Plowing Bid . . . . . (3 year Total) \$ \_\_\_\_\_ .00  
(the sum of item3, 4 and 5)

**Plowing invoices should be submitted in 6 equal monthly payments beginning Nov. 1<sup>st</sup>**

**Certificate of Insurance: Please email to [priggs@ecidany.com](mailto:priggs@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 Philip Riggs. [priggs@ecidany.com](mailto:priggs@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 non-responsibility 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.

### **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

## **PROCUREMENT LOBBYING RESTRICTIONS**

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: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
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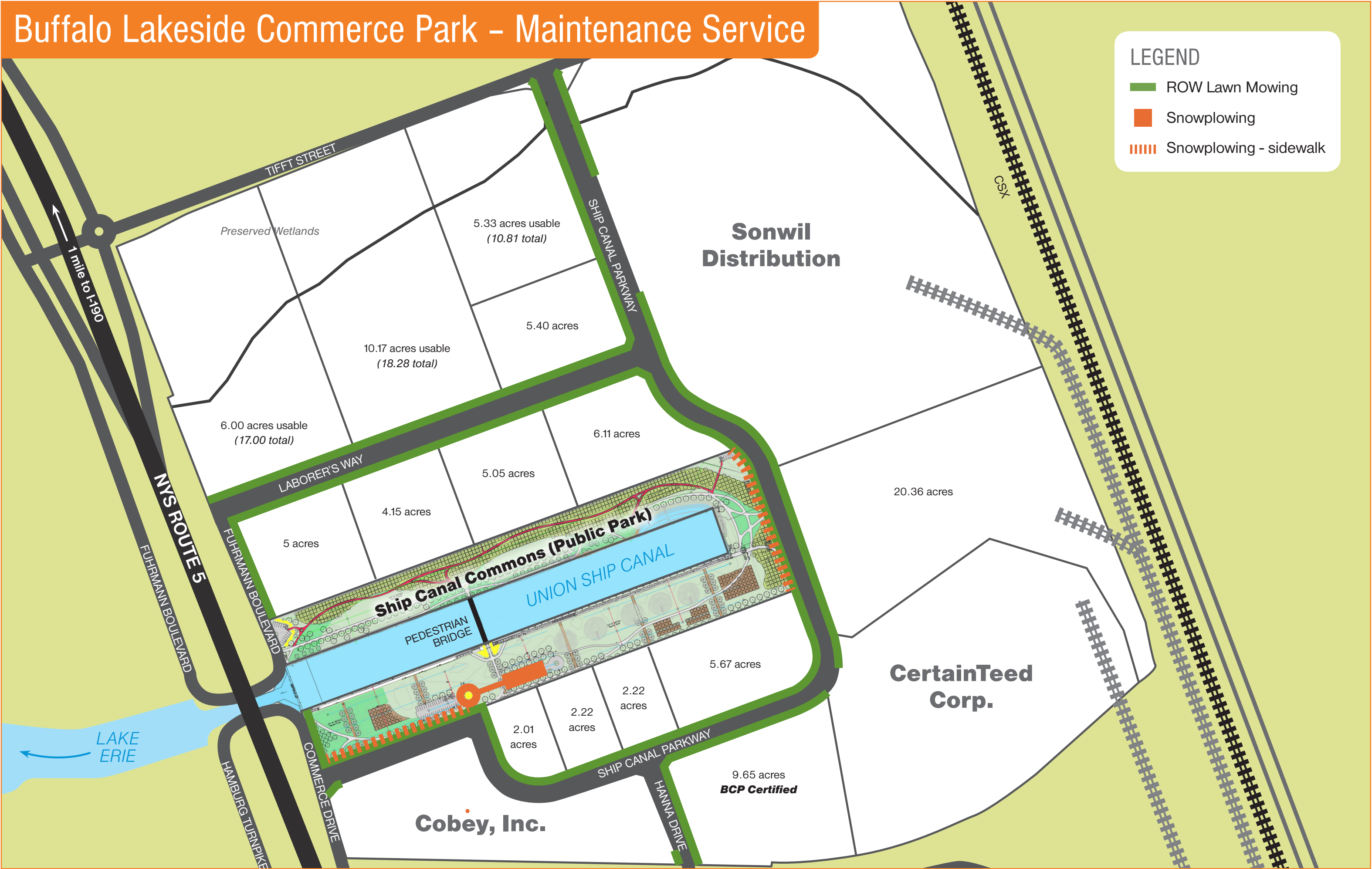
(Add additional pages as necessary)

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



**Buffalo Urban Development Corp., (BUDC)**

invites proposals from qualified firms for the Buffalo Lakeside Commerce Park lawn care, landscaping, and snow plowing services. The business park is located in South Buffalo near Tifft St. and wraps around Union Ship Canal. Services will also include mowing and seasonal landscaping on the right of way lawn areas within this industrial parkway.

Proposal Documents are available on website

[www.buffalourbandevelopment.com](http://www.buffalourbandevelopment.com)

A Pre-proposal Meeting will be held September 30<sup>th</sup> at 1:30 PM on site. Attendance is encouraged.

Bids are due only via email to [priggs@ecidany.com](mailto:priggs@ecidany.com)

by October 9<sup>th</sup>, 2020 at 1:30 PM. The contract will be for a 3 year term and BUDC procurement policy prohibits any contact with BUDC staff or board members regarding this bid. Submit all questions to [priggs@ecidany.com](mailto:priggs@ecidany.com)