

**New York State Office of Children and Family Services
Division of Juvenile Justice and Opportunities for Youth (DJJOY)**

INVITATION FOR BIDS (IFB)

Farmland Lease Near Industry Residential Center

in the Town of Rush, Monroe County, New York

IFB # 1069

IFB Release Date:

7/16/2021

Bid Due Date:

8/13/2021 by 4:00 PM Eastern Time

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Please note: Appendix A, A-1, and M are provided for contractor reference and are not required to be completed and submitted with your bid. These will be incorporated into the winning bidder's executed contract.

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Farmland Lease Near Industry Residential Center

IFB # 1069

Introduction

New York State is offering an opportunity to lease land for the purpose of growing crops currently held by the Office of Children and Family Services (OCFS). This land is part of parcels under the control of the Industry Residential Center located at 375 Rush-Scottsville Road, Rush, NY 14543. The expected term of the lease will be for five (5) growing seasons during 2022-2026, and will comprise six (6) lots, for a total of 160 acres as follows:

Lot (3) - 8 Acres	East of Erie Railroad Tracks, South of dirt road running between Building 75 and 76, West of Building 76
Lot (4) - 5 Acres	East of Erie Railroad Tracks, South of Perry Hill Road
Lot (5) - 21 Acres	East of Erie Railroad Tracks, West of Main Road, South of Building 79 and North of Lehigh Valley Railroad bed
Lot (6) - 8 Acres	South of Lehigh Valley Railroad bed, East of Erie Railroad and North of Building 16 (old dairy barn)
Lot (7) - 78 Acres	South of Lehigh Valley Railroad bed, West of Erie Railroad
Lot (8) - 40 Acres	South of Building 16 to Honeoye Creek, East of Erie Railroad

There will be one (1) contract lease resulting from this opportunity, which will include the land from all six (6) lots indicated above. Responders must submit one (1) bid for all six (6) lots.

See Appendix M for a map of the field locations.

Contractor Responsibilities

The Contractor shall be solely responsible for all compliance with terms and conditions in this IFB or any resulting Contract Lease. The contractor must use, occupy, and/or cultivate said farmland in accordance with all applicable statutes, codes, rules, and regulations of State and local law. The contractor will be required to maintain liability insurance as required through the life of the contract lease.

The Contractor may not engage a subcontractor or dealer, distributor, reseller, or any other party to carry out any part of this contract without the prior written consent of OCFS. The Contractor must assume full responsibility for the actions of any employee who carries out any of the provisions of any contract lease resulting from this IFB.

The contractor must also comply with the following:

1. Contractor must cooperate with any other contractor that the OCFS may hire
2. Contractor is prohibited from doing any tree removal or logging
3. Contractor must use their own equipment

Inspection of Books

It is expressly understood and agreed that OCFS and the New York State Comptroller shall have the right to inspect and audit the Contractor's records covered under this Agreement, in accordance with his statutory responsibility to examine the books and accounts of every Agency. The New York State Comptroller requires, and the Contractor agrees to, the retention of all material that is pertinent to an audit of the operations under

any PO resulting from this IFB for a full three-year period or contract resulting from this IFB for a full six-year period.

Calendar of Events

The table below outlines the schedule for important action dates.

EVENT	DATE
Invitation for Bid (IFB) issued	7/16/2021
Deadline for Submission of Offeror Questions	7/28/2021 by 11:59 PM Eastern Time
Responses to Questions published (<i>on or about</i>)	8/4/2021
Bid Due Date/Bid Opening Date	8/13/2021 by 4:00 PM Eastern Time
<i>Anticipated</i> Contract Date	1/1/2022

I. INFORMATION FOR PROSPECTIVE BIDDERS

1. Designated Contacts:

In compliance with the Procurement Lobbying Law, from the issuance of this Invitation for Bid (IFB) until contractors are selected, all contacts with the New York State Office of Children and Family Services (OCFS) personnel, except as otherwise specified herein, concerning this IFB must be made via email (strongly preferred) or post to the following:

New York State Office of Children and Family Services
Attn: Bureau of Contract Management - Procurement Unit
IFB # 1069 Farmland near Industry Residential Center
52 Washington Street, Room 202 South
Rensselaer, NY 12144.

Or, email inquiries to RFP@ocfs.ny.gov. In both cases, **please reference IFB # 1069.**

2. Locations:

Farmland located at the above identified lot locations in Rush, New York

(See APPENDIX M, attached hereto, for details.)

3. Minimum Bid Requirement

OCFS will not accept bids that are less than \$70,000 for the 5-year term.

4. Duration of Service

OCFS requires service at the above location for a five (5) year term anticipated to commence January 1, 2022, through to and ending on December 31, 2026. Service may be terminated earlier according to the terms of the agreement between OCFS and the awardee.

4. Annual Sales

Not Applicable.

5. Terms of Service

It is the intention of the State to award a single contract lease to a single successful responder. The contract will commence on or about the contract date as stated in Section 1.3 and will continue for a period of five (5) growing seasons, subject to approval by the NYS Office of General Services, NYS Attorney General's Office and the Office of the State Comptroller. A copy of the terms and conditions of the contract are attached to this IFB.

6. Payment Requirements

Payment for the first year is due upon contract lease approval or May 1st, whichever is later, and on May 1st of each subsequent year of the contract lease.

7. Cashless Sales

Not Applicable.

8. Equipment and Location

Contractor will be responsible for providing their own equipment.

Six (6) lots located at Industry Farmland site located in Rush, NY.

9. Equipment Installation

Contractor will be responsible for providing their own equipment.

10. Questions

There will be an opportunity available for submission of written questions and requests for clarification with regard to this IFB. All questions and requests for clarification of this IFB should cite the particular IFB Section and paragraph number where applicable and must be submitted via e-mail (preferred) or by hard copy mail to the Designated Contact as indicated in Section I.1. no later than the Deadline for Submission of Written Questions as specified in the Calendar of Events. Questions received after the deadline may not be answered.

NOTE: It is the Bidder's responsibility to ensure that hard copy mail or e-mail containing written questions and/or requests for clarification is received at the above address no later than the Deadline for Submission of Offeror Questions as specified in the Calendar of Events section.

The comprehensive list of questions and responses will be posted to the New York State Contract Reporter website (<http://www.nyscr.ny.gov>), the OCFS public website (<https://ocfs.ny.gov/main/contracts/funding/>), and notice of such posting will be distributed by e-mail to all vendors known to OCFS. This listing will not include the identities of the vendors submitting the questions; those vendors will remain anonymous to the extent allowed by law.

II. CONTENTS OF BID SUBMISSION

1. Proposal Content

The following information is to be included in any bid submitted in response to this IFB:

- A. Fee: The bidder **must** propose a fee to be paid in annual installments to OCFS for the opportunity described in this solicitation for the five (5) year term of the lease period. The Contractor will be contractually bound to pay this fee over the lease agreement. A completed and signed bid commitment form **must** be provided (**Attachment #1**).

NOTE: See Section I “Information for Prospective Bidders” sub-section #3 entitled “Minimum Bid Requirement” within for dollar amount of the minimum acceptable bid.

- B. Cover Letter: The bidder should attach to the bid commitment form, a cover letter on company or personal letterhead, transmitting the bid commitment form (**Attachment #1**) and including the information requested in C and D below.
- C. Subcontractors: If your bid proposal is from a combination of companies, the company that submits the proposal on its letterhead will be responsible for payment of all fees to the Commission and for the delivery of satisfactory service. Your proposal should include the name of any other company or other entity that will provide any portion of the services under the resulting contract as a subcontractor.
- D. Signature: The proposal **must be signed and dated** by an official of your company who is empowered to make financial commitments for your organization. Include name, title, company name, address, email address, telephone number, and fax number (if available) on the **Attachment #1**.

Please note: Appendix A, A-1, and M are provided for contractor reference and are not required to be completed and submitted with your bid. These will be incorporated into the winning bidder’s executed contract.

2. Bidder Identification Form

Each proposal should be accompanied by a fully completed New York State OCFS Bidder Identification Form (**Attachment #2**).

3. MacBride Fair Employment Principles

Each proposal should be accompanied by a completed New York State “MacBride Fair Employment Principles” form (**Attachment #3**).

4. Vendor Responsibility Questionnaire

Each proposal with a bid amount valued over \$100,000.00 should be accompanied by a completed New York State Vendor Responsibility Questionnaire (**Attachment #4**). If your bid proposal is from a combination of companies, it must be accompanied by a completed Vendor Responsibility Questionnaire from each subcontract valued over \$100,000.

Enrolling and completing the questionnaire online through the New York State VendRep System is the best method because the questionnaire information and answers are stored in the system. Then, subsequent questionnaires in response to contracts or Requests for Proposals from any state agency, not just OCFS, would only need to be updated in the system.

To access or enroll in the VendRep System, or to update your existing online questionnaire click here: http://www.osc.state.ny.us/vendrep/vendor_index.htm. Questionnaires in the VendRep System that have been completed in the last six months in response to contracts or bid announcements from OCFS or other state agencies do not need to be updated.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor Identification Number or for direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us.

For vendors opting to use the VendRep System, a copy of the VendRep **Form Overview Page** that includes the certification date must be included with the proposal.

Vendors opting to complete a paper questionnaire can find the New York State Vendor Responsibility Questionnaire attached with this IFB (**Attachment #4**).

Note: All Vendor Responsibility Questionnaires must be dated within six (6) months of the proposal due date.

5. Procurement Lobbying Act - Offerer Certification Form

Each proposal should be accompanied by a completed "Procurement Lobbying Act – Offerer Certification Form" (**Attachment #5**).

6. Non-Collusive Bidding Certification Form

Each proposal should be accompanied by a completed "Non-Collusive Bidding Certification Form" (**Attachment #6**).

7. Executive Order 177 Certification Form

Each proposal should be accompanied by a completed "Executive Order 177 Certification Form" (**Attachment #7**).

III. CONTRACTUAL REQUIREMENTS OF THE SUCCESSFUL BIDDER (Contractor)

1. Payment

A. Fee: The Contractor must agree to pay OCFS or its designees(s) a fee, as described in Section II.1.A, above, on an annual basis for the five-year duration of the service period and any extension thereof.

B. Annual Payments: Annual payments, as described in Section II.1.A, above must be paid by the Contractor to OCFS or its designee (s) on the start date of the lease period or May 1st, whichever is later, and on May 1st of each subsequent year of the lease period.

2. Health and Safety Standards

The Contractor must meet the standards of the local Health Department and must meet specifications established by the United States Public Health Federation, the National Sanitation Foundation, the Occupational Safety and Health Administration, and any other applicable requirements. It is the Contractor's responsibility to be knowledgeable of and in compliance with ALL applicable health and safety requirements.

3. Personnel

An adequate number of personnel must be available to meet the needs of the location(s). Such personnel must be clearly identifiable by the host agencies and their security staff as the Contractor's employees or as employees of the Contractor's authorized sub-contractor, by use of a uniform, identification card, or other appropriate means. Access requirements of the host agencies must be adhered to.

4. Maintenance and Service

The Contractor must be responsible for maintenance and repair of all equipment provided in response to this IFB. The Contractor must keep all areas adjacent to the equipment clean, maintain proper stock levels at all times, maintain proper mechanical condition of all equipment, and make routine collection of monies. A phone number for customer service or complaints must be clearly displayed on each piece of equipment. The Contractor must agree to repair or replace any machine within twenty-four (24) hours of being notified of any malfunction.

5. Hold Harmless

The Contractor must agree that under no circumstances is the State of New York, the Office of Children and Family Services, or any of its representatives or the host agency, liable for any losses whatsoever, including damage to fixtures, equipment or pecuniary losses, suffered by the Contractor through any cause whatsoever. The Contractor will save and hold the State of New York, the Office of Children and Family Services, any of its representatives, and the host agency harmless from liability of any nature or kind including costs and expenses, of or on account of any acts or omissions of the Contractor, his agents and employees.

6. Insurance

The Contractor must agree to procure and keep in force, for the benefit of OCFS, licensed operators, if any, and the host agency where services are performed, insurance policies in the standard form in use in the State of New York providing the following coverage:

- A. General public liability insurance against claims for bodily injury or death to the limit of not less than \$1,000,000 in respect to bodily injury or death to any one person and to the limit of not less than \$1,000,000 in respect to any one accident and to the limit of not less than \$1,000,000 for property damage, caused or alleged to have been caused by reason of the maintenance or operation occurring on or around the leased properties.
- B. All products public liability policy in the amount of not less than \$1,000,000 covering liability arising from illness, damage to health or death of any person or persons caused or alleged to have been caused by any products, services, or activities in the performance of this contract.

7. Responsibility for Losses

All losses incurred in the operation of the Contractor's authorized service(s) will be the responsibility of the Contractor.

8. Permits, Licenses, Fees and Taxes

The Contractor must agree to obtain and maintain all permits and licenses, and pay all fees and taxes, and give all notices and comply with all laws, ordinances, rules and regulations of the city or town in which the services are to be provided, and of the State of New York.

9. Records, Audits and Inspections

All records pertaining to services rendered in response to this IFB must be retained by the Contractor for a period of six (6) years after the end date of services. Authorized representatives of the New York State Office of Children and Family Services and other representatives including, but not limited to, the Office of the New York State Comptroller or the Federal Rehabilitation Services Administration, may inspect the Contractor's operations and premises at all times and may inspect and audit the books and records of the Contractor at any or all reasonable times.

10. Monthly Sales Report

Not applicable.

11. Transfer or Subcontract

No assignment, transfer, or hypothecation of the operations agreement resulting from this bid solicitation may be made, in whole or in part, by the Contractor without written authorization from OCFS. The replacement or addition of a sub-contractor will require thirty (30) days advance notice to OCFS by the Contractor.

12. Termination

Upon termination of the agreement, the Contractor must promptly remove all of the equipment from the premises. Equipment should be removed within 72 hours or a timeframe agreed upon by OCFS and the Contractor. Upon failure of the Contractor to do so, OCFS and/or the host agency may cause such equipment to be removed at the Contractor's expense.

The contract agreement between the Contractor and OCFS may be terminated by OCFS for any reason whatsoever by giving thirty (30) days written notice to the Contractor of its intention. The contract agreement between the Contractor and OCFS, may be terminated by OCFS for cause, upon the failure of the Contractor to comply with the terms and conditions of the agreement. OCFS shall give the Contractor written notice via registered or certified mail, return receipt requested, or shall deliver same by hand-receiving Lessee' receipt therefore, such written notice to specify the Lessees' failure and the termination of this Agreement. Termination shall be effective ten (10) business days from receipt of such notice, established by the receipt returned to the OCFS. .

In the event the Office of the New York State Comptroller (OSC) does not approve the contract agreement, the Contractor will be required to promptly remove all equipment and/or machines from the premises. Equipment and/or machines should be removed within 72 hours or a timeframe agreed upon by OCFS and the Contractor.

13. Letter of Credit

Not applicable.

14. Affirmative Action

OCFS has a policy and is committed to equal opportunity and affirmative action. OCFS contractors are expected to exhibit a similar commitment and may be required to submit an affirmative action plan and/or staffing plan when responding to this IFB. The Contractor may also be required to submit quarterly reports in a manner prescribed by OCFS, illustrating their equal employment and affirmative action efforts. Wherever it is deemed appropriate by OCFS, contractors will be required to provide an opportunity for minority and women-owned businesses to act as subcontractors in the provision of goods and services, commensurate minimally with the applicable goals.

The Contractor agrees to comply with all applicable federal and state nondiscrimination statutes including: the Civil Rights Act of 1964, as amended; Executive Order No. 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulation 41 CFR Part 60; Executive Law of the State of New York, Sections 290-299 thereof, and any rules or regulations promulgated in accordance therewith; Section 504 of the Rehabilitation Act of 1973 and the regulations issued pursuant thereto contained in 45 CFR Part 84 entitled "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance;" and the Americans with Disabilities Act (ADA) of 1990 and regulations issued by the Equal Employment Opportunity Commission which implement the employment provisions of the ADA, set forth at 42 CFR Section 12116.

In the event that the Contractor is found through an administrative or legal action, whether brought in conjunction with this contract or any other activity engaged in by the Contractor, to have violated any of the laws recited herein in relation to a contractor's duty to ensure equal employment to protected class members, OCFS may, in its discretion, determine that the Contractor has breached this agreement.

15. Appendix A – Standard Clauses for NYS Contracts

The Contractor has read, understands, and accepts all provisions of Appendix A – Standard Clauses for NYS Contracts. Appendix A contains important information related to the contract to be entered into as a result of this IFB and will be incorporated, without change or amendment, into the contract entered into between OCFS and the selected Contractor. The Contractor will be required to abide by the terms and conditions as set forth in Appendix A and Appendix A-1 attached to this announcement.

16. Workers' Compensation Insurance and Disability Benefits Coverage

Contractors must now provide proof of workers' compensation Insurance and disability benefits coverage before a contract will be approved by OSC. If you are awarded a contract, the following proof of insurance will be required:

- 1) A Form C-105.2 – Certificate of Workers' Compensation Insurance issued by private insurance carriers, Form U-26.3 issued by the State Insurance Fund, or Form CE-200 – Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage. On forms where a certificate holder can be indicated, the New York State Office of Children and Family Services should be entered in this field.
- 2) A Form DB-120.1 - Certificate of Disability Benefits Insurance or Form CE-200 – Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

17. Iran Divestment Act

By submitting a bid in response to this solicitation or by assuming the responsibility of a contract awarded hereunder, bidder/contractor (or any assignee) certifies that it is not on the “Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012” list (“Prohibited Entities List”) posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such contract any subcontractor that is identified on the Prohibited Entities List. Additionally, bidder/contractor is advised that should it seek to renew or extend a contract awarded in response to the solicitation, it must provide the same certification at the time the contract is renewed or extended.

During the term of the contract, should OCFS receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, OCFS will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then OCFS shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the contractor in default.

OCFS reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

18. Executive Order 177

Executive Order 177, signed on February 3, 2018, by Governor Andrew M. Cuomo directs New York State agencies and authorities not to enter into any contracts with entities that have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected basis. The Contractor must provide the EO 177 Certification statement found attached to this announcement.

19. State Finance Law §139-I; Statement on Sexual Harassment in Bids

New York State Finance Law §139-I, effective January 1, 2019, requires, in relevant part, that “[e]very bid . . . made to the state or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain [a] statement subscribed by the bidder and affirmed by such bidder as true under the penalty of perjury. . . [that] ‘[b]y 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 of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.’ The Contractor must provide the foregoing certification prior to any award being made by OCFS. For additional guidance on drafting an appropriate sexual harassment policy and developing appropriate training please refer to State Finance Law §139-I and <https://www.ny.gov/combating-sexual-harassment-workplace/employers#top>

IV. SELECTION CRITERIA / AWARD OF CONTRACT

The award of a contract pursuant to this IFB will be made to a responsive and responsible bidder based on the highest bid amount **which meets or exceeds the minimum acceptable bid** (see *Section I "Information for Prospective Bidders" sub-section #3 entitled "Minimum Bid Requirement" for dollar amount of the minimum acceptable bid*) as noted by the Total Contract Fee Amount. To be considered responsive, a bidder should submit a cover letter and a complete and timely bid proposal that meets all the bid proposal requirements defined in Section II, herein. To be considered responsible, the bidder must be able to demonstrate integrity, reliability and competence as shown in its responses to the Vendor Responsibility Questionnaire (**Attachment #4**), the Procurement Lobbying Act Certification Form (**Attachment #5**), the Non-Collusive Bidding certification (**Attachment #6**), and the Executive Order 177 Certification Form (**Attachment #7**).

In the event two offers are tied as noted in the Total Contract Fee Amount, the determination of the commissioner or agency head to award a contract to one or more of such bidders shall be final. The basis for determining the award shall be documented in the procurement record.

OCFS reserves the right to award the contract to a bidder other than the highest bidder if the highest bidder is determined not to be a responsive or responsible bidder.

Any successful bidder may be required, at the discretion of OCFS, to justify the amount of the bid submitted.

OCFS reserves the right to:

- Reject any or all bid proposals received in response to this IFB;
- Withdraw the IFB at any time, at the agency's sole discretion;
- Make an award under the IFB in whole or in part;
- Disqualify a bidder whose conduct and/or proposal fails to conform to the requirements of the IFB;
- Seek clarifications and revisions of proposals;
- 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;
- Prior to the bid opening, amend the IFB specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent IFB amendments;
- Change any of the scheduled dates;
- Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
- Waive any requirements that are not material;
- Negotiate with the successful bidder within the scope of the IFB in the best interests of the State;
- Conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder;
- Utilize any and all ideas submitted in the proposals received;
- Unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 180 days from the bid opening;
- 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 an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation; and

- Require a successful bidder to submit addresses, contact persons and telephone numbers of other locations where the bidder provides or has provided these or similar services.

NOTE: OCFS reserves the right to make awards (i.e., fully executed contracts) within 180 days after the date of the bid opening, during which period, bids must remain firm and cannot be withdrawn. If, however, a contract is not awarded within the 180-day period, bids shall remain firm until such later time as either a contract is awarded or the bidder delivers to OCFS notice of the withdrawal of its bid.

V. WHERE TO SUBMIT THE BID DOCUMENTS

The bid proposal **must be signed** and submitted via email to RFP@ocfs.ny.gov with the subject line referencing **IFB # 1069 Farmland Lease**.

The name of the organization and/or individual submitting the bid proposal should be identified in the body of the email. Completed documents should be scanned and attached to the email submission. It is recommended that bidders utilize delivery confirmation receipts.

Refer to **Section II. Contents of Bid Submission** of this IFB for a list of documents that should be included in your bid proposal.

Bid proposals **must** be submitted via email to: RFP@ocfs.ny.gov

**BID PROPOSALS MUST BE RECEIVED BY OCFS NO LATER THAN
THE DATE/TIME SET FORTH IN THE CALENDAR OF EVENTS. OFFERERS ASSUME ALL
RISKS FOR TIMELY, PROPERLY SUBMITTED DELIVERIES.**