



**NEW YORK**  
STATE OF  
OPPORTUNITY™

**Department  
of Health**

**Invitation for Bids**

**IFB #18826**

**Repair and Preventive Maintenance Services for Refrigeration Equipment**

**Wadsworth Center Facilities Management**

**Issued: September 29, 2021**

**DESIGNATED CONTACTS:** Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Health identifies the following designated contacts to whom all communications attempting to influence this procurement must be made:

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**Permissible Subject Matter Contacts:**

Pursuant to State Finance Law § 139-j (3) (a), the Department of Health also identifies the following allowable contacts for communications related to the following subjects: Submission of Written Questions and Submission of Written Bids, Debriefings, and Negotiation of Contract Terms after Award.

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## 1. CALENDAR OF EVENTS

Issuance of Invitation for Bids	September 29, 2021
Registration for Mandatory Site Visit Required by	October 20, 2021
Mandatory Site Visit	November 17 <sup>th</sup> - 23 <sup>rd</sup> , 2021
Written Questions Due (no later than 3PM E.S.T.)	December 7, 2021
Response to Written Questions Posted by DOH (On or About)	December 21, 2021
Deadline for Submission of Bids (No Later Than 3PM E.S.T)	January 11, 2022
<i>Anticipated</i> Contract Start Date	May 1, 2022

## 2. OVERVIEW

Through this Invitation for Bids (IFB), the New York State Department of Health (NYSDOH), Wadsworth Center is seeking competitive bids from qualified firms capable of providing preventive maintenance and repair for refrigeration equipment. The Contractor will be providing preventive maintenance and repair services for all refrigeration equipment, and lab equipment that has refrigeration components, and environmental rooms located at the following Wadsworth Center location:

- Biggs Laboratory, Empire State Plaza, Albany, NY
- David Axelrod Institute (DAI), 120 New Scotland Avenue, Albany, NY
- Griffin Laboratory, 5668 State Farm Road, Slingerlands, NY
- Center for Medical Science (CMS), 150 New Scotland Avenue, Albany, NY
- 1450 Western Avenue (Picotte Building, 2<sup>nd</sup> floor), Albany, NY (Affiliated space)

### 2.1 Introductory Background

The Wadsworth Center is New York State's public health laboratory. It is comprised of both public health testing labs and research facilities. The Center's need for reliable refrigeration equipment maintenance and service is driven by the critical nature of its work and the value of the materials that are stored in refrigerated or frozen states. Laboratory operations must be maintained within compliance of approved laboratory standards, to provide recommended environments for sample storage, to protect these materials from damage and to assure a safe working environment for lab employees.

The Center's refrigeration equipment service needs exist at five Capital District sites. The three state-owned laboratory sites (Biggs, DAI, Griffin) comprise the largest percentage of equipment that will require occasional or routine service. The Center for Medical Science (CMS) is leased laboratory space and houses Wadsworth Center lab programs. Some refrigeration equipment at CMS will be eligible for services provided by this contract. 1450 Western Avenue is also leased space and is 100% clerical in nature. However, a few domestic refrigerators are used there. 1450 Western is included in the scope of this contract as a possible point of service. However, service

visits at this location would be extremely rare, and it should be noted that this location is listed only for the purpose of all potential, non-typical requests for service for this site.

The Center's refrigeration system maintenance requirements generally include the following types of devices: freezers, including ultralow (-80 degree C range), standard lab freezers (-20 degree C range), and domestic; cryogenic freezers (approx. -150 degree C range), refrigerators (including both commercial and domestic), chillers (both water cooled and air cooled), and walk-in environmental rooms, ranging from +4 degrees C to -20 degrees C. In addition, devices such as ice makers, water coolers, "Liebert" style air conditioning units, and assorted lab equipment items which utilize refrigeration systems are also used. Because the lifespan of some of these items (the walk-in rooms for example) can range from 30+ years old to current, providing maintenance and repair service for this variety of equipment requires expertise in both current and somewhat older technologies of refrigeration systems and refrigerants. This Invitation for Bids contains an equipment list (not all-inclusive) that further details the items in need of service. Bidders are encouraged to review this list thoroughly to gain an understanding in the comprehensive array of equipment used. It is the Department's intent to award one (1) contract from this procurement.

## **2.2 Important Information**

The Bidder is required to review, and is requested to have legal counsel review, [Attachment 8](#), the DOH Agreement as the Bidder must be willing to enter into an Agreement substantially in accordance with the terms of [Attachment 8](#) should the Bidder be selected for contract award. Please note that this IFB and the awarded Bidder's proposal will become part of the contract as Appendix B and C, respectively.

It should be noted that Appendix A of [Attachment 8](#), "Standard Clauses for New York State Contracts", 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 DOH and the successful Bidder. By submitting a response to the IFB, the Bidder agrees to comply with all the provisions of Appendix A.

Note, [Attachment 7](#), the Bidder's Certifications/Acknowledgements should be submitted and include a statement that the Bidder accepts, without any added conditions, qualifications or exceptions, the contract terms and conditions contained in this IFB including any exhibits and attachments. It also includes a statement that the Bidder acknowledges that, should any alternative proposals or extraneous terms be submitted with the proposal, such alternate proposals or extraneous terms will not be evaluated by the DOH.

Any qualifications or exceptions proposed by the Bidder to this IFB should be submitted in writing using the process set forth in [Section 5.2](#) (Questions) prior to the deadline for submission of written questions indicated in [Section 1](#) (Calendar of Events). Any amendments DOH makes to the IFB as a result of questions and answers will be publicized on the DOH web site.

## **2.3 Term of the Agreement**

This contract term is expected to be for a period of five years commencing on the date shown on the Calendar of Events in [Section 1](#), subject to the availability of sufficient funding, successful Contractor performance, and approvals from the New York State Attorney General (AG) and the Office of the State Comptroller (OSC).

### **3. MINIMUM QUALIFICATIONS TO BID**

NYSDOH will accept bids from vendors with the following types and levels of experience as a prime Contractor.

- A minimum of five (5) years verifiable experience performing repair and maintenance (similar to the Wadsworth Center e.g., laboratory, life science, medical, etc.) of refrigeration equipment as shown in the Wadsworth Center equipment list below.

Bidder must meet the following requirements:

- Successful completion of the OSHA 10-hour Construction Safety and Health Course
- NFPA arc-flash electrical safety training
- Training in Refrigerant transition and recovery methods
- Completion of CFC refrigerant certification training, Type I, II, III and Universal
- Experience with cascade refrigeration systems
- Manufacturer's training in Revco/Thermo products

Failure to meet these Minimum Qualifications will result in a bid being found non-responsive and eliminated from consideration.

### **4. DETAILED SPECIFICATIONS**

This Section describes the repair and preventive maintenance services for refrigeration equipment that are required to be provided by the selected Bidder. The selected Bidder must be able to provide all of these services throughout the contract term.

The terms "bidders", "vendors", and "proposers" are also used interchangeably. For purposes of this IFB, the use of the terms "shall", "must" and "will" are used interchangeably when describing the Contractor's/Bidder's duties.

The Contractor shall determine the condition of all refrigeration equipment, freezers and walk-in environmental rooms and shall separately inventory all equipment within thirty (30) days of contract award. The Contractor shall provide additional technicians during this initial task as needed to complete the above tasks within the specified time frame. The Contractor shall then recommend repairs to be made, shall develop a preventive maintenance schedule and shall recommend a suitable list of parts to be kept available to service the equipment. All equipment inventories, maintenance schedules and parts inventories are subject to the approval of the Director of Facilities Management.

The Contractor shall provide monthly documentation, showing the equipment name, property tag

number, date of service, type of service, routine or scheduled, and technician to the Wadsworth Center's Director of Facilities Management or his/her designee. The format of this documentation will be specified by the Director of Facilities Management.

The Contractor's preventative maintenance (PM) duties will include but not be limited to the following:

- Daily walk thru to check on environmental rooms at Biggs Lab, David Axelrod Institute, and Griffin Laboratory, to make sure alarms are in proper operation and rooms are at proper temperatures.
- Quarterly preventive maintenance on all facility environmental rooms
- Yearly oil test on all compressors for environmental rooms
- Yearly clean water tube condensers for environmental rooms
- Monthly PM on all Liebert air conditioning units at Biggs, DAI and Griffin Laboratories
- Monthly PM on all air conditioning (A/C) units at Biggs, DAI and Griffin Laboratories
- Quarterly PM on all Ultra Low freezers
- Quarterly PM on all Chillers
- Quarterly PM on Singer A/C units, located above ceiling panels, Biggs Lab only
- Quarterly PM on all ice machines
- Upon request, install point monitoring sensors in refrigerators /freezers / environmental rooms

## **PREVENTIVE MAINTENANCE WORK SCHEDULE**

### **MONTHLY**

#### **LIEBERT UNITS**

check blower belts  
clean humidifier pan  
change air filters  
check refrigerant pressures  
check condensate pumps  
oil motors  
check alarm systems

#### **SINGER A/C UNITS (Biggs only)**

change air filters  
check condensate pumps  
check refrigerant pressures  
oil fan motors

#### **CARRIER A/C UNITS**

change air filters  
check blower belt  
oil motors and bearings  
check refrigerant charge

check condensate pumps

### **QUARTERLY**

#### **ENVIRONMENTAL ROOMS**

check oil level in compressors  
check refrigerant charge  
oil fan motors  
tighten electrical connections  
calibrate electronic controls  
calibrate pneumatic controls  
clean humidifier float assembly  
clean squirrel cages  
check alarm operation  
check indication light tubes  
record operation pressures

#### **ULTRA LOW FREEZERS**

clean condenser  
check refrigerant pressure and record  
calibrate temperature controls  
check alarm system

#### **CHILLERS**

oil pumps  
check electrical connections  
check charge, pressures and record

#### **ICE MACHINES**

clean evaporator plates with solution  
check charge, pressures and record  
clean condensers  
check electrical connections  
check auger operation  
check/replace supply water filter

### **YEARLY**

#### **ENVIRONMENTAL ROOMS**

clean water-cooled condensers  
take compressor oil sample

## **WADSWORTH CENTER LABORATORY EQUIPMENT LIST**

<b>Description</b>	<b>Quantity</b>
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Hot-pack environmental rooms (Biggs)	90
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Environmental rooms (DAI)	62
Ultra-low temp units (-80 C biological freezers)	90
Revco reach in freezer	6
Reach-in coolers	49
Refrigerators/freezers	171
Upright freezers -20 Celsius	122
Liquid nitrogen freezers	4
Refrigerated water baths	20
Microscope chillers	9
NesLab chillers	13
Cyro-Cut tissue slicer	9
Table-top centrifuge	7
Hoshizaki Ice Machines	5
Other manufacturer ice machines	10
Condensate freeze traps	8
Liebert environmental unit	11
Singer package A/C unit	6
Explosion proof refrigerators	25
Water fountains (Drinking)	50
Portable A/C units	7
Deep vacuum freeze dryers	5
Air dryer (for microscopes)	2
Polyscience immersion chiller	1

**Note:** This list fluctuates slightly from year to year depending upon lab program needs. This list is intended only to serve as an approximate representation of the variety and quantity of equipment in service across all Wadsworth Center sites.

The Contractor shall provide three (3) full time, dedicated service technicians who will remain on site(s) for the duration of the workday. Service technicians will be required to sign in and out each day with the Facilities Management office (Biggs Lab) or Maintenance and Operation offices at DAI and/or Griffin Lab. In the event that any of the technicians are either sick or unable to work for any reason (including scheduled vacations), the Contractor shall provide replacement personnel who shall have the same qualifications as listed in Section 3 (Minimum Qualifications to Bid). The Contractor shall be compensated only for the staff who are actually present on the job site at any given time for hours worked.

In the event that contract technicians are required to attend training pertinent to their work at the Wadsworth Center, the time period of this absence will be forwarded to the Director of Facilities Management no less than 10 days in advance of the absence. The Contractor will be compensated for authorized trainings. The Contractor's response to emergency calls from the Department of Health shall be provided within one hour from when the time the request for service call is made. The Contractor shall provide a staffed 24 hour a day answering service to receive emergency calls and direct repair personnel. All emergency responses shall be made by one of the (3) full time, dedicated service technicians who are assigned to the contract. Once an emergency call has begun, the Contractor shall provide continuous effort until the problem is

resolved.

It is anticipated that all staff hired for this contract will be employed for the entire duration of the assignment per the contract. However, if staff voluntarily or involuntarily leave their assignment, the contractor will immediately replace staff. The New York State Department of Health, Wadsworth Center, reserves the right to immediately remove from performance of contract activities, an employee of the Contractor, for any reason including failure to perform work in a satisfactory fashion. This determination will be made by the Wadsworth Center Director of Facilities Management.

In the event the Contractor is required to work outside of normal business hours, the Contractor shall adhere to the prevailing wage holiday/overtime schedule set forth by the Department of Labor for the applicable work category. The Contractor may apply the percentage mark-up (i.e. 1 ½, 2x, etc.) to the hourly rate from their Bid Form for billing purposes but may not exceed that amount. This markup **should not** be included in the proposed hourly rate.

It is anticipated that the following overtime hours will be realized in the performance of this contract: Biggs Laboratory: 150 hours, DAI: 75 hours and Griffin: 50 hours – totaling 275 hours annually. This is strictly informational in nature and provided to the bidder for staff planning purposes. There is no guarantee that these hours will actually be required and/or performed by the contractor.

The Contractor shall be authorized to procure materials, parts, replacement components and refrigerants pertinent to the required maintenance and repair efforts up to an annual allowance of \$50,000.00. These costs will be reimbursed to the Contractor by the DOH through a separate invoice submittal.

Protocol for this process will be as follows:

- The Contractor will identify the need for such parts or components;
- The Contractor will notify the Facilities Management office in writing of the need to purchase these materials;
- Upon approval by the Director of Facilities Management or his/her designee, the Contractor will proceed with procurement of the materials;
- Once the materials have been received by the Contractor and installed on site, the Contractor shall invoice these costs to the Director of Facilities Management.

The Contractor shall be completely responsible for all work including damage or loss of property caused by negligence and/or failure to take appropriate action. This shall include reimbursement to the State for repair of any equipment damaged or lost material as a result of the Contractor's error, omission or negligence.

The Contractor shall respond to and work from standard work order forms issued by the

Wadsworth Center.

The Director of Facilities Management reserves the right to stop work at any time if it is determined that the Contractor is incapable of performing to the satisfaction of the State of New York.

The Wadsworth Center's expectations of this contract are that refrigeration systems utilized by the Center will be maintained in proper working order, and that repairs to those systems will be made promptly and in accordance with current industry standards in terms of workmanship, on a day-to-day basis.

The Wadsworth Center expects that all work completed by the Contractor will be done with observance of currently acceptable safety standards as set forth by the Occupational Safety and Health Administration (OSHA).

The Contractor will be required to provide transportation for contractor staff and for tools/equipment/materials as required for the purpose of providing service to all Wadsworth Center locations and affiliated locations.

The Contractor's personnel shall wear uniforms provided by the Contractor and approved by the Director of Facilities Management. Such uniforms shall bear the name of the Contractor's firm and the name of the technician.

Contractors shall note that parking permits are not available for service vendors at the Empire State Plaza. Parking at all other Wadsworth Center locations is available at no cost to the contractor. The State will not be responsible for any parking costs.

#### **4.1 Security Requirements**

Please note that all locations covered by this agreement have inflexible security policies and procedures which must be followed at all times. The Contractor will work with the Facilities Management Office to obtain necessary clearances. The Contractor may be required to provide information such as, but not limited to, the company name, the employee's name (as it appears on ID), valid driver license number, vehicle make, model and license plate, etc. to the Facilities Management Office.

#### **4.2 Mandatory Site Visit Requirements**

Due to the complex nature of the facilities, a site visit to three of the six locations is MANDATORY prior to submitting a proposal. Bidders must attend the Mandatory Site Visit and sign in at each location. The schedule for the Mandatory Site Visit is shown in the Calendar of Events. Prospective bidders must call the Wadsworth Center Facilities Management Office between 8:30am and 4:30pm, Monday through Friday at (518) 474-7768 to confirm their intent to participate by **October 20, 2021** or email [anthony.saouma@health.ny.gov](mailto:anthony.saouma@health.ny.gov). An itinerary for the Mandatory Site Visit will be provided at that time. The Site Visit will be held at Griffin Laboratory, Rt. 155, Guilderland, NY; David Axelrod Institute, 120 New Scotland Avenue,

Albany, NY; and the Empire State Plaza, Albany, NY. Any bids received from vendors who have not toured all three sites will be rejected and not eligible for award. Attendees will be required to provide photo identification the day of the Mandatory Site Visit. Questions posed during the Mandatory Site Visit will be announced and answered for all attending to hear. Questions raised and verbal responses provided during the Mandatory Site Visit will be incorporated into the Department's official response to questions (both written and Mandatory Site Visit questions) to be posted to the Department's website for this IFB, on or about the date specified in the Calendar of Events. Vendors should clearly understand that the only official answers or positions of the Department are those stated in writing and posted on the Department's website for this IFB. Verbal responses provided during the Mandatory Site Visit (or at any other time) do not represent the official answer or position of the Department and the Department shall not be bound in any way by any such verbal answer.

#### **4.3 Work Hours/Schedule**

Hours of services will be 8:00am to 4:30pm, Monday thru Friday, excluding New York State holidays. Emergency orders will be an exception, but in general the contractor shall not enter any Wadsworth Center facility outside of these hours.

The New York State Department of Health, Wadsworth Center, reserves the right to request removal from performance of contract duties, an employee of the Contractor, for any reason including failure to perform work in a satisfactory fashion. The designated representative for the Department of Health is the Director of Facilities Management.

#### **4.4 Prevailing Wage Rate**

A Prevailing Rate Case Number 2021003937 has been assigned to this project. Contractors are reminded that the payment of prevailing wages and supplements is a requirement for ALL contracts for public works. Information indicating that prevailing wages are not being paid on a public works project will be forwarded to the New York State Department of Labor for investigation. Willful violations of the prevailing wage provisions of the Labor Law may result in debarment from the bidding and award of public contracts.

### **5. ADMINISTRATIVE INFORMATION**

The following administrative information will apply to this IFB. Failure to comply fully with this information may result in disqualification of your bid.

#### **5.1 Restricted Period**

“Restricted period” means the period of time commencing with the earliest written notice, advertisement, or solicitation of a Request for Proposals (“RFP”), Invitation for Bids (“IFB”), or solicitation of proposals, or any other method for soliciting a response from Bidders intending to result in a procurement contract with DOH and ending with the final contract award and approval by DOH and, where applicable, final contract approval by the Office of the State Comptroller.

This prohibition applies to any oral, written, or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence this procurement. Violation of any of the requirements described in this Section may be grounds for a determination that the Bidder is non-responsible and therefore ineligible for this contract award. Two violations within four years of the rules against impermissible contacts during the “restricted period” may result in the violator being debarred from participating in DOH procurements for a period of four years.

Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Health identifies a designated contact on face page of this IFB to whom all communications attempting to influence this procurement must be made.

## **5.2 Questions**

There will be an opportunity available for submission of written questions and requests for clarification pertaining to this IFB. All questions and requests for clarification of this IFB should cite the relevant IFB, IFB number, section and paragraph number where applicable and must be submitted via email to [anthony.saouma@health.ny.gov](mailto:anthony.saouma@health.ny.gov). It is the Bidder’s responsibility to ensure that email containing written questions and/or requests for clarification is received at the above address no later than the Deadline for Submission of Written Questions as specified in [Section 1](#) (Calendar of Events). Questions received after the deadline may **not** be answered.

## **5.3 Right to Modify IFB**

DOH reserves the right to modify any part of this IFB, including but not limited to, the date and time by which bids must be submitted and received by DOH, at any time prior to the Deadline for Submission of Bids listed in [Section 1](#), (Calendar of Events). Modifications to this IFB shall be made by issuance of amendments and/or addenda.

Prior to the Deadline for Submission of Bids, any such clarifications or modifications as deemed necessary by DOH will be posted to the DOH website.

If the Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this IFB, the Bidder shall immediately notify DOH of such error in writing at [anthony.saouma@health.ny.gov](mailto:anthony.saouma@health.ny.gov) and request clarification or modification of the document.

If, prior to the Deadline for Submission of Bids, a Bidder fails to notify DOH of a known error or an error that reasonably should have been known, the Bidder shall assume the risk of bidding. If awarded the contract, the Bidder shall not be entitled to additional compensation by reason of the error or its correction.

## **5.4 Payment**

The Contractor shall submit invoices and/or vouchers to the State's designated payment office. The Preferred Method is to Email a .pdf copy of your signed voucher to the BSC at:

[AccountsPayable@ogs.ny.gov](mailto:AccountsPayable@ogs.ny.gov) with a subject field; Subject: Unit ID: 3450297 Contract #C033806

The Alternate Method is to Mail vouchers to BSC at the following U.S. postal address:

**NYS Department of Health  
Unit ID 3450297  
c/o NYS OGS BSC Accounts Payable  
Building 5, 5th Floor  
1220 Washington Ave.  
Albany, NY 12226-1900**

Payment for invoices and/or vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments.

Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epayments@osc.state.ny.us](mailto:epayments@osc.state.ny.us) or by telephone at 518-474-6019. CONTRACTOR acknowledges that it will not receive payment on any invoices and/or vouchers submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9 must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller  
Bureau of Accounting Operations  
Warrant & Payment Control Unit  
110 State Street, 9<sup>th</sup> Floor  
Albany, NY 12236

Payment of such invoices and/or vouchers by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be:

The contractor will submit monthly invoices for expenses that have been incurred, due 30 days after the end of each month, and must be accompanied by a New York State Claim for Payment (form AC3253-S) to ensure payment. The Claim for Payment must include a time sheet signed by the NYSDOH supervisor depicting the number of hours worked by contracted staff, along with the detailed activity reporting template, for the same time period. Claims for Payment received without the required documents will be held for payment until the documents are received and reviewed for accuracy and completeness.

In the event the Contractor is required to work outside of normal business hours, the Contractor shall adhere to the prevailing wage holiday/overtime schedule set forth by the Department of Labor for the applicable work category. The Contractor may apply the percentage mark-up (i.e. 1½, 2 x, etc.) to the hourly rate from their Bid Form for billing purposes but may not exceed that amount. This markup **should not** be included in your proposed hourly rate.

**OVERTIME:** It is anticipated that the following overtime hours will be realized in the performance of this contract: Biggs Laboratory: 150 hours, DAI: 75 hours and Griffin: 50 hours – totaling 275 hours annually. This is strictly informational in nature and provided to the bidder for staff planning purposes. There is no guarantee that these hours will actually be required and/or performed by the Contractor.

## **5.5 Minority & Woman-Owned Business Enterprise Requirements**

Pursuant to New York State Executive Law Article 15-A, the New York State Department of Health (“DOH”) recognizes its obligation to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of DOH contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" (“Disparity Study”). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that DOH establish goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises (“MWBE”) and the employment of minority groups members and women in the performance of New York State contracts.

### **Business Participation Opportunities for MWBEs**

For purposes of this solicitation, DOH hereby establishes an overall goal of 0% for MWBE participation, 0% for Minority-Owned Business Enterprises (“MBE”) participation and 0% for Women-Owned Business Enterprises (“WBE”) (based on the current availability of qualified MBEs and WBEs and outreach efforts to certified MWBE firms).

## **5.6 Equal Employment Opportunity (EEO) Reporting**

By submission of a bid in response to this solicitation, the Bidder agrees with all of the terms and

conditions of [Attachment 8](#) Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. Additionally, the successful bidder will be required to certify they have an acceptable EEO (Equal Employment Opportunity) policy statement in accordance with Section III of Appendix M in [Attachment 8](#).

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Contractor, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

To ensure compliance with this Section, the Bidder should submit with the bid or proposal an Equal Employment Opportunity Staffing Plan ([Attachment 5](#), Form #4) identifying the anticipated work force to be utilized on the Contract. Additionally, the Bidder should submit a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement ([Attachment 5](#), Form # 5), to DOH with their bid.

### **5.7 Sales and Compensating Use Tax Certification (Tax Law, § 5-a)**

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Tax and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use

taxes. The law prohibits the State Comptroller, or other approving agencies, from approving a contract awarded to an offerer meeting the registration requirements but who is not so registered in accordance with the law.

The successful Bidder must file a properly completed Form ST-220-CA with the Department of Health and Form ST-220-TD with the DTF. These requirements must be met before a contract may take effect. Further information can be found at the New York State Department of Taxation and Finance's website, available through this link:

<http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>.

Forms are available through these links:

- ST-220 CA: [http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf)
- ST-220 TD: [http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf)

## **5.8 Contract Insurance Requirements**

Prior to the start of work under this Contract, the CONTRACTOR shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of this Contract, insurance of the types and in the amounts set forth in [Attachment 8](#), the New York State Department of Health Contract, Section IV. Contract Insurance Requirements as well as below.

Sections 57 and 220 of the New York State Workers' Compensation Law (WCL) provide that DOH shall not enter into any contract unless proof of workers' compensation and disability benefits insurance coverage is produced. Prior to entering into a contract with DOH, successful Bidders will be required to verify for DOH, on forms authorized by the New York State Workers' Compensation Board, the fact that they are properly insured or are otherwise in compliance with the insurance provisions of the WCL. The forms to be used to show compliance with the WCL are listed below. Any questions relating to either workers' compensation or disability benefits coverage should be directed to the State of New York Workers' Compensation Board, Bureau of Compliance at (518) 486-6307. Failure to provide verification of either of these types of insurance coverage by the time contracts are ready to be executed will be grounds for disqualification of an otherwise successful Bid.

The successful Bidder must submit the following documentation to the Department within 10 calendar days of notification of award.

ONE of the following forms as Workers' Compensation documentation:

### **5.8.1 Proof of Workers' Compensation Coverage:**

- Form C-105.2 – Certificate of Workers' Compensation Insurance issued by private insurance carrier (or Form U-26.3 issued by the State Insurance Fund); or
- Form SI-12 – Certificate of Workers' Compensation Self-Insurance (or Form GSI-105.2 Certificate of Participation in Workers' Compensation Group Self-Insurance); or
- Form CE-200 – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

## **5.8.2 Proof of Disability Benefits Coverage:**

ONE of the following forms as Disability documentation:

- Form DB-120.1 – Certificate of Disability Benefits Insurance; or
- Form DB-155 – Certificate of Disability Benefits Self-Insurance; or
- Form CE-200 – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

Further information is available at the Workers' Compensation Board's website, which can be accessed at: <http://www.wcb.ny.gov>.

## **5.9 Subcontracting**

No subcontracting is allowed.

## **5.10 DOH'S Reserved Rights**

The Department of Health reserves the right to:

1. Reject any or all bids received in response to the IFB;
2. Withdraw the IFB at any time, at the agency's sole discretion;
3. Make an award under the IFB in whole or in part;
4. Disqualify any bidder whose conduct and/or bid fails to conform to the requirements of the IFB;
5. Seek clarifications and revisions of bids;
6. Use bid 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;
7. Prior to the bid opening, amend the IFB specifications to correct errors or oversights, or to supply additional information, as it becomes available;
8. Prior to the bid opening, direct bidders to submit bid modifications addressing subsequent IFB amendments;
9. Change any of the scheduled dates;
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
11. Waive any requirements that are not material;
12. Negotiate with the successful bidder within the scope of the IFB in the best interests of the state;
13. Conduct contract negotiations with the next responsible Bidder, should the Department be unsuccessful in negotiating with the selected bidder;
14. Utilize any and all ideas submitted in the bids received;
15. Every offer shall be firm and not revocable for a period of three hundred and sixty-five days (365) from the bid opening, to the extent not inconsistent with section 2-205 of the uniform commercial code. Subsequent to such three hundred and sixty- five days (365), any offer is subject to withdrawal communicated in a writing signed by the bidder; and,

16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidder's bid and/or to determine a bidder's compliance with the requirements of the solicitation.

### **5.11 Freedom of Information Law ("FOIL")**

All bids may be disclosed or used by DOH to the extent permitted by law. DOH may disclose a bid to any person for the purpose of assisting in evaluating the bid or for any other lawful purpose. All bids will become State agency records, which will be available to the public in accordance with the Freedom of Information Law. **Any portion of the bid that a Bidder believes constitutes proprietary information entitled to confidential handling, as an exception to the Freedom of Information Law, must be clearly and specifically designated in the bid as directed in Section 6.2.6 of the IFB.** If DOH agrees with the proprietary claim, the designated portion of the bid will be withheld from public disclosure. Blanket assertions of proprietary material will not be accepted, and failure to specifically designate proprietary material may be deemed a waiver of any right to confidential handling of such material.

### **5.12 Lobbying**

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005, made significant changes as it pertains to development of procurement contracts with governmental entities. These changes include:

- a) making the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;
- b) requiring the above-mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;
- c) requiring governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;
- d) authorizing the New York State Commission on Public Integrity, (now New York State Joint Commission on Public Ethics), to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;
- e) directing the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;
- f) requiring the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment; (Bidders responding to this

IFB should submit a completed and signed [Attachment 1](#), “Prior Non-Responsibility Determination”.)

- g) increasing the monetary threshold which triggers a lobbyist’s obligations under the Lobbying Act from \$2,000 to \$5,000; and
- h) establishing the Advisory Council on Procurement Lobbying.

Subsequently, Chapter 14 of the Laws of 2007 amended the Lobbying Act of the Legislative Law, particularly as it related to specific aspects of procurements as follows: (i) prohibiting lobbyists from entering into retainer agreements on the outcome of government grant making or other agreement involving public funding; and (ii) reporting lobbying efforts for grants, loans and other disbursements of public funds over \$15,000.

The most notable, however, was the increased penalties provided under Section 20 of Chapter 14 of the Laws of 2007, which replaced old penalty provisions and the addition of a suspension option for lobbyists engaged in repeated violations. Further amendments to the Lobbying Act were made in Chapter 4 of the Laws of 2010. Questions regarding the registration and operation of the Lobbying Act should be directed to the New York State Joint Commission on Public Ethics.

### **5.13 State Finance Law Consultant Disclosure Provisions**

In accordance with New York State Finance Law Section 163(4)(g), State agencies must require all contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract.

The successful bidder for procurements involving consultant services must complete a "State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term" in order to be eligible for a contract.

The successful winning bidder must also agree to complete a "State Consultant Services Form B, Contractor's Annual Employment Report" for each state fiscal year included in the resulting contract. This report must be submitted annually to the Department of Health, the Office of the State Comptroller, and Department of Civil Service.

State Consultant Services Form A: Contractor’s Planned Employment and Form B: Contractor’s Annual Employment Report may be accessed electronically at:

<http://www.osc.state.ny.us/agencies/forms/ac3271s.doc> and  
<http://www.osc.state.ny.us/agencies/forms/ac3272s.doc>.

### **5.14 Debriefing**

Once an award has been made, bidders may request a debriefing of their bid. Please note the debriefing will be limited only to the vendor’s bid and will not include any discussion of other bids. Requests must be received no later than fifteen (15) business days from date of award or non-award

announcement.

### **5.15 Protest Procedures**

In the event unsuccessful bidders wish to protest the award resulting from this IFB, bidders should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found in Chapter XI Section 17 of the Guide to Financial Operations (GFO). Available on-line at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>

### **5.16 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 (currently found at this address: <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 DOH receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, DOH 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 DOH 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. DOH 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.

### **5.17 Piggybacking**

New York State Finance Law section 163(10)(e) (see also <http://www.ogs.ny.gov/BU/PC/SFL.asp>) allows the Commissioner of the NYS Office of General Services to consent to the use of this contract by other New York State Agencies, and other authorized purchasers, subject to conditions and the Contractor’s consent.

### **5.18 Encourage Use of New York Businesses in Contract Performance**

Public procurements can drive and improve the State’s economic engine through promotion of the use of New York businesses by its contractors. New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State,

bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. All bidders should complete [Attachment 6](#), Encouraging Use of New York Businesses in Contract Performance, to indicate their intent to use/not use New York Businesses in the performance of this contract.

### **5.19 Participation Opportunities for NYS Certified Service-Disabled Veteran-Owned Businesses**

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”), thereby further integrating such businesses into New York State’s economy. DOH recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of DOH contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, DOH conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>

Bidders are encouraged to contact the Office of General Services’ Division of Service-Disabled Veteran’s Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss methods of maximizing participation by SDVOBs on the Contract.

### **5.20 Vendor Assurance of No-Conflict of Interest or Detrimental Effect**

All bidders responding to this solicitation should submit [Attachment 4](#) to attest that their performance of the services outlined in this IFB does not create a conflict of interest and that the bidder will not act in any manner that is detrimental to any other State project on which they are rendering services.

### **5.21 EO 177 Prohibiting Contracts with Entities that Support Discrimination**

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status,

familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics. In accordance with Executive Order No. 177, the Offeror certifies that they do not have institutional policies or practices that fail to address those protected status under the Human Rights Law.

## **6. BID FORMAT AND CONTENT**

The following includes the requested format and information that should be provided by each Bidder. Bidders responding to this IFB must satisfy all requirements stated in this IFB. All Bidders are requested to submit complete Bid packages. A bid that is incomplete in any material respect may be rejected.

To expedite review of the bids, Bidders are requested to submit bids as summarized in [Attachment A](#), Bid Submittal Document Checklist. This separation of information will facilitate the review of the material requested. No information beyond that specifically requested is required, and Bidders are requested to keep their submissions to the shortest length consistent with making a complete presentation of qualifications.

**DOH will not be responsible for expenses incurred in preparing and submitting the Bid Packages. Such costs should not be included in the Bid.**

### **6.1 Mandatory Bid Requirements**

The purpose of the Bid Package is to demonstrate the qualifications, competence, and capacity of the Bidder to provide the commodity or services contained in this IFB. A Bid Package that is incomplete in any material respect will be eliminated from consideration. The following outlines the required information to be provided, in the following order, by Bidders. The information requested should be provided in the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the IFB are subject to verification for accuracy.

Bidders must attend the Mandatory Site Visit and sign in at each location.

#### **6.1.1 Bidders Minimum Qualifications to Propose**

- The bidder must have a minimum of five (5) years verifiable experience performing repair and maintenance (similar to the Wadsworth Center e.g., laboratory, life science, medical, etc.) of refrigeration equipment as shown in the Wadsworth Center equipment list.
  - The Bidder must submit a narrative of how they meet the Minimum Qualification of five (5) years. The narrative should not exceed five (5) single-spaced pages.
- The bidder must have provided similar services outlined in the IFB to two (2) institutions during the past five (5) years.

- Provide references from two (2) institutions for which similar services were provided within the last five (5) years using [Attachment 9](#) listed below.
- Within 30 days of contract award notification, the awardee must provide:
  - A list of names of personnel to be assigned to this contract.
  - For each person assigned to this project documentation to support the following:
    - Successful completion of the OSHA 10-hour Construction Safety and Health Course
    - NFPA arc-flash electrical safety training
    - Training in Refrigerant transition and recovery methods
    - Completion of CFC refrigerant certification training, Type I, II, III and Universal
    - Experience with cascade refrigeration systems
    - Manufacturer’s training in Revco/Thermo products

**6.1.2 Bid Form – Attachment B**

Bidder must submit a completed and signed bid form. The form must comply with the format and content requirements as detailed in this document and in [Attachment B](#). Failure to comply with the format and content requirements may result in disqualification.

The prices bid must cover the cost of furnishing all of the services or products specified in this IFB, including but not limited to materials, equipment, profit and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.

**6.2 Other Bid Documents**

**6.2.1 Bidder’s Disclosure of Prior Non-Responsibility Determinations**

Submit a completed and signed [Attachment 1](#), “Bidder’s Disclosure of Prior Non-Responsibility Determination”.

**6.2.2 Vendor Responsibility Attestation**

Complete, certify, and file a New York State Vendor Responsibility Questionnaire. DOH recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions at [http://www.osc.state.ny.us/vendrep/info\\_vrsystem.htm](http://www.osc.state.ny.us/vendrep/info_vrsystem.htm) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the OSC Help Desk at 866-370-4672 or 518-408-4672 or by email at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us).

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website, [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep), or may contact the

Office of the State Comptroller's Help Desk for a copy of the paper form. Bidder's should complete and submit the Vendor Responsibility Attestation, [Attachment 3](#).

### **6.2.3 Conflict of Interest or Detrimental Effect**

Submit [Attachment 4](#), Vendor's Assurance of No Conflict of Interest or Detrimental Effect, which includes information regarding the Bidder, members, shareholders, parents, affiliates or subcontractors. [Attachment 4](#) must be signed by an individual authorized to bind the Bidder contractually.

### **6.2.4 M/WBE Forms**

Submit completed Form #4 and Form #5 as directed in [Attachment 5](#), "New York State DOH M/WBE IFB Required Forms".

### **6.2.5 Encourage Use of New York Businesses in Contract Performance**

Submit [Attachment 6](#) "Encouraging Use of New York State Businesses in Contract Performance" to indicate which New York State Businesses you will use in the performance of the contract.

### **6.2.6 Freedom of Information Law – Bid Redactions**

Bidders must clearly and specifically identify any portion of the bid that a Bidder believes constitutes proprietary information entitled to confidential handling as an exception to the Freedom of Information Law. See Section 5.11, (Freedom of Information Law).

### **6.2.7 Bidder's Certified Statements**

Submit [Attachment 7](#), "Bidder's Certified Statements", which includes information regarding the Bidder. [Attachment 7](#) must be signed by an individual authorized to bind the Bidder contractually. Please indicate the title or position that the signer holds with the Bidder. DOH reserves the right to reject a bid that contains an incomplete, unsigned or no [Attachment 7](#).

### **6.2.8 References**

Provide references using [Attachment 9](#), (References) for two (2) institutions that you have provided similar services to those required in this IFB. Provide firm names, addresses, contact names, telephone numbers, and email addresses.

### **6.2.9 EO 177 Prohibiting Contracts with Entities that Support Discrimination**

Submit [Attachment 11](#) certifying that it does not 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 status under the Human Rights Law

## 7. BID SUBMISSION

### 7.1 Table

The table below outlines the requested format and volume for submission of each part. Bids should be submitted in all formats as prescribed below.

	<b>Paper Submission</b>
<b>Bid Package</b>	4 Originals 4 Copies

All hard copy bid materials should be printed on 8.5" x 11" white paper (single sided), be clearly page numbered on the bottom of each page with appropriate header and footer information and presented separately, in three-ring binders if necessary. A type size of eleven (11) points or larger should be used;

The Bid submission should be submitted in a sealed envelope or box. Where signatures are required, the bids designated as originals should have a handwritten signature and be signed in blue ink;

The NYSDOH discourages overly lengthy bids. Therefore, marketing brochures, user manuals or other materials, beyond that sufficient to present a complete bid, are not desired. Elaborate artwork or expensive paper is not necessary or desired. In order for the NYSDOH to evaluate bids fairly and completely, bids should follow the format described in this IFB and provide all required information;

Audio and/or videotapes are not allowed. Any submitted audio or videotapes will be ignored by the evaluation team.

**The complete bid must be received by the NYSDOH, no later than the Deadline for Submission of Bids specified in [Section 1](#), (Calendar of Events). Late bids will not be considered.**

Bids should be submitted in a clearly labeled package, prepared in accordance with the requirements stated in this IFB. **Mark the outside envelope of bid as "IFB #18826 Repair and Preventive Maintenance Services for Refrigeration Equipment"**

Bids must be submitted, by U.S. Mail, or by hand as noted below, in a sealed package to:

Attention: Anthony Saouma  
New York State Department of Health  
Wadsworth Center, Room E335  
Empire State Plaza  
Albany, NY 12237

or by courier/delivery service (e.g., FedEx, UPS, etc.):

Attention: Anthony Saouma  
Biggs Laboratory  
Wadsworth Center  
NYS Department of Health  
Dock J – P1 Level  
Empire State Plaza  
Albany, New York 12237

NOTE: You should request a receipt containing the time and date received and the signature of the receiver for all hand-deliveries and ask that this information also be written on the package(s).

Submission of bids in a manner other than as described in these instructions (e.g., fax, electronic transmission) will not be accepted.

## **7.2 No Bid Form**

Bidders choosing not to bid are requested to complete the No-Bid form [Attachment 2](#).

## **8. METHOD OF AWARD**

At the discretion of the Department of Health, all bids may be rejected. The Department will award one contract as described in this IFB to the responsible and responsive Bidder who offers the lowest total bid price.

In the event of a tie, the determining factor(s) for award, will be:

The tied Bidders will be given the opportunity to provide their best and final bid price to the Department, and after evaluation of these revised bids, the award will then be made to the lowest Bidder.

### **8.1 General Information**

Once a Bidder is selected, the Department of Health will issue a contract to the vendor. In order to be considered responsible and responsive, the bid must include all Invitation for Bids (IFB) required documents and meet the minimum qualifications as stated in the IFB.

Bidders may be requested by DOH to clarify the contents of their bids. Other than to provide such information as may be requested by DOH, no Bidder will be allowed to alter its bid after the Deadline for Submission of Proposals listed in [Section 1](#). (Calendar of Events).

### **8.2 Submission Review**

DOH will examine all bids that are received in a proper and timely manner. The bid containing the lowest total price offered will be further evaluated to determine if it meets all bid submission requirements, as described in [Section 6](#) (Bid Format and Content) and [Section 7](#) (Bid Submission) for award. That process will be followed until an award is made.

### **8.3 Reference Checks**

The Bidder should submit references using [Attachment 9](#) (References). At the discretion of the Department, references may be checked at any point during the process to verify Bidder qualifications to propose (Section 3.0).

### **8.4 Award Recommendation**

The Evaluation Committee will submit a recommendation for award to the responsible and responsive Bidder with the lowest total bid.

The Department will notify the awarded Bidder and Bidders not awarded. The awarded Bidder will enter into a written Agreement substantially in accordance with the terms of Attachment 8, DOH Agreement, to provide the required services as specified in this IFB. The resultant contract shall not be binding until fully executed and approved by the New York State Office of the Attorney General and the Office of the State Comptroller.

## **9. ATTACHMENTS**

The following attachments can be found at: <https://www.health.ny.gov/funding/forms/>.

1. Bidder's Disclosure of Prior Non-Responsibility Determination
2. No-Bid Form
3. Vendor Responsibility Attestation
4. Vendor Assurance of No Conflict of Interest or Detrimental Effect
5. M/WBE Required Forms
6. Encouraging Use of New York Businesses in Contract Performance
7. Bidder's Certified Statements
8. DOH Agreement (Standard Contract)
9. References
10. Diversity Practices Questionnaire - N/A
11. Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination

The following are attached and included in this IFB.

- A. [Bid Package Checklist](#)
- B. [Bid Form](#)

**ATTACHMENT A**  
**BID PACKAGE CHECKLIST**

Please reference Section 7.0 for the appropriate format and quantities for each proposal submission.

FOR THE BID PACKAGE		
IFB §	CRITERIA	INCLUDED
§ 6.1.1	Bidders Minimum Qualifications to Propose Inclusive of Narrative (Requirement)	<input type="checkbox"/>
§ 6.1.2	Attachment B Bid Form	<input type="checkbox"/>
§ 6.2.8	Attachment 9 - References	<input type="checkbox"/>
<b>FOR THE OTHER BID DOCUMENTS</b>		
§ 6.2.1	Attachment 1- Bidder's Disclosure of Prior Non-Responsibility Determinations, completed and signed	<input type="checkbox"/>
§ 6.2.2	Attachment 3- Vendor Responsibility Attestation	<input type="checkbox"/>
§ 6.2.3	Attachment 4 – Vendor Assurance of No Conflict of Interest or Detrimental Effect	<input type="checkbox"/>
§ 6.2.4	Attachment 5 – M/WBE Forms	<input type="checkbox"/>
§ 6.2.5	Attachment 6 – Encouraging Use of New York Businesses	<input type="checkbox"/>
§ 6.2.7	Attachment 7 – Bidder's Certified Statements, completed and signed	<input type="checkbox"/>
§ 6.2.9	Attachment 11- Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination	<input type="checkbox"/>

**ATTACHMENT B**  
**New York State Department of Health**  
**BID FORM**  
**IFB # 18826**

Organization Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contract Period: 05/01/22 – 04/30/27

**Bidder’s Instructions:** Bidder is required to submit a regular hourly rate per staff for services, based upon prevailing wage rate standards (at a minimum the hourly rate for plumber in Albany County) posted by the NYS Dept. of Labor for the time period covering the IFB submittal date. Rate must include bidder’s profit and overhead costs, transportation and tools cost, employee uniform costs and all other costs as set forth in this IFB.

Overtime/holiday costs are **not** to be included in this bid form, but are described in Section 5.4, Payment , Overtime, Page 15.

List Year	Hourly Rate Per Staff
May 1, 2022 thru April 30, 2023	
May 1, 2023 thru April 30, 2024	
May 1, 2024 thru April 30, 2025	
May 1, 2025 thru April 30, 2026	
May 1, 2026 thru April 30, 2027	

_____ Signature of Bidder’s Authorized Representative	_____ / _____ / _____ Date
_____ Title of Authorized Representative	_____ Phone Number