



Department of Health

Invitation for Bids IFB # - C040884

Preventive Maintenance, Filter Exchange and Repair Services for Deionized Water Systems and Equipment at The Wadsworth Center

Issued: April 28th, 2025

DESIGNATED CONTACT:

Pursuant to State Finance Law §§ 139-j and 139-k, the New York State Department of Health (hereinafter referred to as the “**Department**” or as “**DOH**”) identifies the following designated person to whom all communications attempting to influence the Department’s conduct or decision regarding this procurement must be made.

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PERMISSIBLE SUBJECT MATTER CONTACT:

Pursuant to State Finance Law § 139-j(3)(a), the Department ^ identifies the following allowable person to contact for communications related to the submission of written bids, written questions, pre-bid questions, and debriefings.

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1. CALENDAR OF EVENTS

IFB # C040884 - PREVENTIVE MAINTENANCE, FILTER EXCHANGE AND REPAIR SERVICES FOR DEIONIZED WATER SYSTEM AND EQUIPMENT AT THE WADSWORTH CENTER	
<u>EVENT</u>	<u>DATE</u>
Issuance of Invitation for Bids	April 28 th , 2025
Registration for Mandatory Site Visit Required By	Tuesday May 6 th , 2025
Mandatory Site Visit	Thursday May 8 th , 2025
Deadline for Submission of Written Questions	Questions Due By Thursday May 15 th , 2025 4:00 p.m. ET
Responses to Written Questions Posted by DOH	Responses to be Posted On or About Thursday May 22 nd , 2025
Deadline for Submission of Bids	Bids Due on Or Before Date Wednesday June 4 th , 2025 4:00 p.m. ET
<i>Anticipated</i> Contract Start Date	September 23, 2025

2. OVERVIEW

Through this Invitation for Bids (“IFB”), the New York State (“NYS”) Department of Health (the “Department” or “DOH”) is seeking competitive bids from (a) qualified organization(s) for preventive maintenance(PM), filter exchange and repair services for deionized water systems and equipment as further detailed in [Section 4](#). (DETAILED SPECIFICATIONS). It is the Department’s intent to award one (1) contract from this procurement.

2.1. Introductory Background

The New York State Department of Health, Wadsworth Center (WC) is seeking to procure preventive maintenance, filter exchange and repair services for deionized water system and equipment located at the WC facilities. The WC facility operates at the following locations:

- 1) The David Axelrod Institute (DAI), 120 New Scotland Avenue, Albany, NY
- 2) Griffin Laboratory (GL), Route 155, Slingerlands, NY
- 3) Biggs Laboratory, Empire State Plaza (ESP), Albany, New York.

The David Axelrod Institute for Public Health totals 200,000 gross square feet of laboratories dedicated to clinical microbiology, virology and molecular genetics. The Griffin Laboratory facility includes 20 buildings totaling approximately 80,000 gross square feet and includes laboratories for hematology and virology. The Biggs Laboratories total 500,000 gross square feet and includes Division of Environmental Disease Prevention and several laboratories from the Division of Genetic Disorders and the Division of Molecular Medicine.

2.2 Important Information

The Bidder **must** review, and is requested to have its legal counsel review, [Attachment 8](#), the DOH Agreement (Standard Contract), as the successful Bidder must be willing to enter into the Contract awarded pursuant to this IFB in the terms of [Attachment 8](#), **subject only to any amendments to the Standard Contract agreed by the Department during the Question and Answer Phase of this IFB** (see, [Section 5.2](#)). Please note that this IFB and the awarded Bidder's Bid 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, terms and conditions 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 this IFB, the Bidder agrees to comply with all the provisions of the Contract, including all of the provisions of Appendix A.

Note, [Attachment 7](#), the Bidder's Certified Statements, **must** be submitted by each Bidder and includes 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, including, without limitation, [Attachment 8](#). It also includes a statement that the Bidder acknowledges that, should any alternative proposals or extraneous terms be submitted with its Bid, such alternate proposals or extraneous terms will not be evaluated by the DOH.

Any qualifications or exceptions proposed by a 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 such qualifications or exceptions that are not proposed prior to the deadline for the submission of written questions will not be considered by DOH after contract award. Any amendments DOH makes to the IFB as a result of questions and answers will be publicized on the DOH web site and will be available and applicable to all Bidders equally.

2.3. Term of Agreement

The term of the Contract that will be entered into pursuant to this IFB between the Department and the successful Bidder 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

3.1. Mandatory Site Visit

Bidders must attend the Mandatory Site Visit and sign in at each location. The scheduled date for the Mandatory Site Visit is shown in the Calendar of Events. Prospective bidders must call the Wadsworth Center's Facilities Management Office between 8:45am and 4:45pm, Monday through Friday at (518) 474-1002 to confirm their intent to participate by Tuesday May 6th, 2025, or email at WCEL@health.ny.gov. An itinerary for the Mandatory Site Visit will be provided after registration. The Mandatory Site Visit will begin at one of the three sites listed in Section 2.1, then all attendees will move to the second site, and finally concluding the site visit at the third site. Any bids received from vendors who have not toured the 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.

3.2. Mandatory Qualifications

The DOH will accept Bid proposals from Bidders with the following type(s) and level(s) of experience **as a prime Contractor**:

- Bidder must have a minimum of five (5) years-experience servicing the types of equipment listed in IFB, Section 4.2. 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.
- Bidder must attest that all technical personnel assigned to this contract have at least three (3) years of related experience servicing the types of equipment listed in IFB Section 4.2.
- The bidder must submit resumes of all technical personnel assigned to this contract.

For the purposes of this IFB, a "prime Contractor" is defined as one who, in relation to a given project, job or product, has the contract with the owner of a project or job, or entity procuring the product, and has full responsibility for the successful completion or delivery of the project or job or product pursuant to the terms of the contract.

3.3. References

Bidder must provide references using [Attachment 9 \(References\)](#), for three (3) institutions that you have provided services of Preventative Maintenance, Filter Exchange and Repair services for Deionized Water Systems and Equipment to meet the five (5) year minimum requirement of experience. Provide firm names, addresses, contact names, telephone numbers, and email addresses.

The provided references will be asked the following questions with the option of responses Yes or No. A response of Yes is considered to be affirmative.

1. Can you confirm that vendor has performed Preventative Maintenance, Filter Exchange and Repair services for Deionized Water Systems and Equipment?
2. (If the answer is yes) The vendor stated they provided these services to your organization from the period of _____. Is that accurate?

If three affirmative responses are not received from references provided to show the bidder meets the five-year requirement, the bidder will be found non-responsive.

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 preventive maintenance, repairs and emergency repairs that are required to be provided by the successful Bidder. The selected Bidder must be able to provide all of these products or services throughout the contract term.

PLEASE NOTE: To be considered responsive, a Bidder will be required to provide responses that address all of the requirements of this IFB as part of its Bid.

For purposes of this IFB, the terms “shall”, “must” and “will” are used interchangeably when describing the requirements for a Bidder’s responsive Bid or the Contractor’s duties under the Contract to be entered into between the Department and the successful Bidder.

4.1. Bid Requirements

The Contractor shall be expected to provide emergency repair service to the WC upon request and shall be expected to respond to any emergency calls within two (2) hours of receiving such call. The Contractor will be required to provide a quote for these repair services when contacted by the WC. Emergency repairs shall be performed as requested, 24 hours a day, 365 days a year.

All preventive maintenance, repairs and emergency repairs will interfere as little as possible with WC operations. The Contractor shall make any and all repairs as quickly as possible to minimize any downtime of equipment. Downtime shall not exceed 24 hours.

Within 48 hours of any service work on the deionized (DI) water system, the contractor shall provide a water quality test that meets or exceeds 100 PPB total Organic Carbon (TOC) and a resistivity of 10 megohms or better. In the event that that threshold was not met, the contractor shall notify the WC Director of Facilities Management or his designee and will be responsible to make the necessary corrections to bring the water quality back to the normal operating ranges.

The Contractor shall submit a Service Report to the WC Director of Facilities Management or their designee each time maintenance, part replacement, or repairs are done; This report shall include date, the name of the employee(s) performing the work, the title of the employee(s), the time in and out, a brief description of work done, a list of parts used and hours of labor expended. The Service report must be in a format acceptable to the WC Director of Facilities Management or his designee.

Each service technician shall provide all tools and test equipment necessary to perform all preventive maintenance and repairs.

Annual service shall be conducted in December of each contract year. Quarterly work shall be done in January, April, July, and October. Semi-annual service shall be conducted in May and October of each contract year. The Contractor shall be responsible for coordinating the scheduled Preventive Maintenance with a 72-hour advance notice to the WC Director of Facilities Management or his designee.

The Department of Health, WC, reserves the right to immediately remove from performance of contract activities, an employee of the Contractor, for any reason including failure to perform work that is satisfactory to the Director of Facilities Management and the Plant Superintendent. If this is determined, the WC will send out written notice within 24 hours.

4.2. Product or Service Requirement

Preventive maintenance and repair services will be provided for all equipment listed in this section pertaining to DAI, ESP and Griffin Lab.

Repair work beyond that described in this section of this IFB for the three Wadsworth facilities and repairs to the mechanical portion of the system, will not be initiated by the Contractor without first providing a written estimate of the proposed repair work and obtaining the written consent of the WC. The addition of proposed new work may be subject to review and approval of the Office of the State Comptroller.

SERVICE DESCRIPTION/PARTS LIST FOR GRIFFIN LABS

GRIFFIN LAB BUILDING #1

1. Every 6 months, provide service for Carbon tank, Part # W5TDIRAC0120FSP, quantity 1 tank
2. Quarterly, provide service for Mixed Bed DI tank, Part #W5TDIMB10120FSP, quantity 2 tanks
3. Quarterly, replace 1 micron Pre-filter, Part # W2T159700, quantity 1
4. Every 6 months, replace 0.2 micron final filter, Part # W2T159322, quantity 1
5. Annually, replace UV Bulb, Part # W2T169354, quantity 1
6. Annually, UV Bulb Disposal, Part # W3TSP4208, quantity 1
7. Annually, replace UV Quartz sleeve, Part # W2T164364, quantity 1
8. Annually, replace UV O-rings, Part # W2T144933, quantity 2
9. Annually, Sanitize Distribution loop
10. Annually, Provide/use Sanitization chemical, Part # W2T165293, quantity 1
11. Annually, Provide/use Sanitization test strips, Part # W2T131644, quantity 1

GRIFFIN LAB BUILDING #2

1. Quarterly, change system tanks
 - a. Includes 1 Carbon tank
 - b. Includes 2 mixed bed tanks
2. With each tank change, provide and change system pre-filter #FCDPF10S5
3. Every 6 months, provide and change capsule filter #FCCFP11S2
4. Annually, provide and change UV Light #B10002253
5. Annually, provide and change filter AP101T

GRIFFIN LAB BUILDING #5

1. Quarterly, change system tanks
 - a. Includes 1 Carbon tank
 - b. Includes 2 mixed bed tanks
2. With each tank change, provide and change system prefilter # FCR0F0905
3. Every 6 months, provide and change capsule filter #FLWN11052
4. Annually, provide and change UV Light #B10002253
5. Annually, provide and change filter AP101T

SERVICE DESCRIPTION/PARTS LIST FOR DAVID AXELROD INSTITUTE

Media Prep Lab - DIRS 10

1. Every 6 months, change carbon tank #W5TDIRAC0360FSP
2. Every 6 months, change organic scavenger tank #W5TDIORG0360FSP
3. Every 6 months, change mixed bed tank #W5TDIMB10360FSP
4. Every 6 months, change 1 micron resin trap filter #W2T159700
5. Every 6 months, change .2 micron final filter #W2T159322
6. Every 6 months, PM Visit #W3TSP5225
7. Every 6 months, Sanitize Distribution loop
8. Every 6 months, Supply Minncare and test strips #W2T165293 & #W2T131644
9. Annually, Replace UV Lamp #W2T472870
10. Annually, Replace Quartz Sleeve #W2T164367
11. Annually, Replace 2 O-Rings #W2T144932
12. Annually, M300 meter and sensor calibration services

Media Prep Laboratory – Modulab 1 and Modulab 2

Total quantity of Modulab units across all rooms: Two (2).

1. Annually, Carbon Filter Replacement #W2T196176 CARB 20"
2. Annually, Mixed Bed Cartridge Replacement (2) #W2T196224 CARTRIDGE, MB 20"
3. Annually, UF Cartridge Replacement #W2T149002 FILTER CTRDG, 0.2UM HLLW FBR UF
4. Annually, UV Lamp Replacement #W2T175036 LAMP, ULTRA VIOLET 185 NM
5. Every 6 months, PM Visit #W3TSP5225
6. Every 6 months, System Sanitization #W3TSP5883

Newborn Screening Lab Rm 5023, 5025, & 5027 – Medica Pro 120

Total quantity of Medica Pro 120 units across all rooms: Three (3).

A comprehensive inclusive full-service program that includes routine PMs, all parts/expendables, emergency services, call out services, repairs and/or replacement of equipment to deliver to the effluent water specifications (Bacteria testing, if required to be completed by customer).

1. Quarterly, PM Routine Service / Maintenance Visits
2. Quarterly, PM Mechanical / Electrical Checks
3. Quarterly, PM Operational Checks
4. Quarterly, PM Collect and Analyze Data
5. Quarterly, System Pre-Filter Replacement # W2T173995
6. Quarterly, Internal Pre-Filter Replacement #W2T159712
7. Annually, Post Filter Replacement # W2T142549
8. Every 6 months, Vent Filter Replacement #W2T167303
9. Every 6 months, Capsule Filter Replacement #W2T165344
10. Quarterly, DI Pack Replacement #W2T199025
11. Annually, UV Bulb #W2T167317
12. Annually, UV Sleeve #W2T178418
13. Annually, UV O-Ring Replacement #W2T177748
14. Annually, Pump Maintenance #W2T200361
15. Annually, Instrumentation Maintenance
16. Every 6 months, Service Carbon Tank # W5TDICAR0120FSQ
17. Annually, Field Calibration of Instruments
18. Every 6 months, Membrane Sanitization #W2T431401
19. Every 6 months, Tank and Loop Sanitization #W2T431401

Barnstead Units Stock Room (Parts Only)

1. Supply 20 #W2T159712 FILTER CTRDG,9.75" 5UM
2. Supply 10 #W2T167226 FILTER CTRDG, WS-10 0.5UM 9.75 PP
3. Supply 10 #W2T169711 FILTER CTRDG,10" 20UM GAC
4. Supply 12 #W2T184394 Sanitization Syringe CMX25
5. Supply 5 Thermo Fisher Barnstead OEM 09.1020 - filter cartridge
6. Supply 5 Thermo Fisher Barnstead OEM 09.1003 - capsule dispense filter (sterile filter)
7. Supply 24 Thermo Fisher Barnstead OEM 09.2012 - RO membrane
8. Supply 24 Thermo Fisher Barnstead OEM 50133981 - UF Module
9. Supply 12 Thermo Fisher Barnstead OEM 06.5003 - Vent Filter
10. Supply 12 Thermo Fisher Barnstead OEM 09.1002 - UV Lamp

SERVICE DESCRIPTION/PARTS LIST FOR BIGGS LAB, EMPIRE STATE PLAZA

1. Annually, conduct a service engineering evaluation of all system unit operations and submit a written report of findings to the Director of Facilities Management with recommendations for optimizing performance.
2. Annually, clean sleeves, replace and install ultraviolet lamps in ultraviolet sterilizers.
 - a) 2 each, Aquafine model 3084 lamps in lab glassware loop
 - b) 8 each, Aquafine model 3098 lamps for the main loop
3. Annually, replace and install submicron cartridge filters
 - a) 21 each, #FCWN540S2 – 40” 0.2 micron filters
 - b) 2 each, #FCWNF20S2 – 20” 0.2 micron filters
4. Annually, calibrate conductivity meters located at the end of each loop
5. Annually, ozonate the system distribution piping loops (test and confirm that decontamination was successful)
6. Every 6 months, regenerate 2 each 14” mixed beds and 2 each 30 cubic feet mixed beds.

Replace parts to be provided by contractor include:

- a) 2 each, 14” mixed bed
- b) 2 each 30 cubic feet mixed bed
7. Field service tech is to complete carbon evacuation, disposal, repacking and system start-up three times over a 5-year period (contract term). Timing of this service will be once at the start of the 5-year contract term; once at the midpoint of the contract term, and once immediately prior to the end of the contract term. Removal of spent carbon media from site and disposal of the material is to be provided by the contractor.
8. Quarterly, field service tech is to change out RO pre-filter on both RO skids, quantity 2 each of part #W2T173974
9. Every 6 months, field service tech is to pull out the dirty RO membranes and install customer-supplied cleaned RO membranes every 6 months. The dirty RO membranes are to be sent off site by the contractor and the contractor shall provide a platinum membrane cleaning service which shall include a detailed report of the membranes pre-tested and post-tested. Cleaned membranes will be returned to the site. Quantity 16 each of part # W5T44PLATFG004
10. Every 6 months, field service tech shall pull feed water sample for lab analysis and provide results to Wadsworth Center
11. Monthly Preventive Maintenance activities for Biggs lab to be provided by contractor in addition to those listed above. Field service tech is to inspect, verify proper function, and record performance data of the below listed items, once per month. Records must be kept in a monthly inspection log book. These include:
 - a. Feed water blend valve
 - b. Multi-media Filter
 - c. System pre-filters
 - d. Activated carbon filter
 - e. Softener filter
 - f. Reverse Osmosis skids
 - g. Storage Tank and Accessories
 - h. Mix Bed DI tank
 - i. Ultraviolet Unit
 - j. Resin trap filters
 - k. Final Filters
 - l. Main control panel
 - m. RO control panel
 - n. Verify flows, pressure, temperature, water quality, RO and system alarm conditions
12. Monthly, field service tech shall test feed water and record into log book
 - a. Field test feed water conductivity
 - b. Field test chlorine pre and post carbon filter
 - c. Field test hardness pre and post softener filter

4.3. Security Requirements

Please note that all three site locations covered by this agreement have mandatory security policies and procedures which must be followed at all times. The Contractor will work with the Facility Manager or designee 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 Facility Director or designee.

The Contractor will be required to follow the direction of the Facility Manager or designee, as well as the security personnel teams at both sites, to ensure that the Contractor is compliant with all facility-specific security policies at all times.

Wadsworth Center's contractor sign-in entry procedure shall be followed for all site visits. The procedure will be provided to the contractor prior to the start of work. Badges, if provided to the contractor will need to be displayed on the contractor's staff at all times when at any of our facilities.

Appropriate Hazard Communication Training and Security clearance will be provided by the Wadsworth Center Safety and Security Office.

4.4. Payment

Payment of invoices and/or vouchers submitted by the successful Bidder pursuant to the terms of the Contract entered into pursuant to this IFB by the Department shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be:

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 with a subject field; Subject: Unit ID: 3450297 Contract #C040884

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, by email at 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, 9th 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.

4.5. Subcontracting

Bidder's may propose the use of a subcontractor. The Contractor shall obtain prior written approval from NYSDOH before entering into an agreement for services to be provided by a subcontractor. The Contractor is solely responsible for assuring that all the requirements of the IFB is met. All subcontracts shall contain provisions specifying that the work performed by the subcontractor must be in accordance with the terms of the prime contract, and that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the agreement between the DOH and the Contractor. DOH reserves the right to request removal of any Bidder's staff or subcontractor's staff if, in DOH's discretion, such staff is not performing in accordance with the Agreement.

NOTE: Subcontractors whose contracts are valued at or above \$100,000 will be required to submit the Vendor Responsibility Questionnaire upon selection of the prime Contractor.

4.6. 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.

4.7. Minority & Women-Owned Business Enterprise (M/WBE) Requirements

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

Business Participation Opportunities for M/WBEs

For purposes of this RFP, DOH hereby establishes an overall goal of 30% for M/WBE participation, 15% for Minority-Owned Business Enterprises (“MBEs”) participation and 15% for Women-Owned Business Enterprises (“WBEs”), based on the current availability of qualified MBEs and WBEs and outreach efforts to certified M/WBE firms. The successful Bidder who becomes the Contractor under the Contract entered into with the Department pursuant to this RFP must document good faith efforts to provide meaningful participation by M/WBEs as subcontractors or suppliers in the performance of the Contract consistent with the M/WBE participation goals established for this procurement, and Contractor must agree that DOH may withhold payment pending receipt of the required M/WBE documentation. For guidance on how DOH will determine “good faith efforts,” refer to 5 NYCRR §142.8.

The directory of New York State Certified M/WBEs can be viewed at: <https://ny.newnycontracts.com/>. The directory is found in the upper right-hand side of the webpage under “Search for Certified Firms” and accessed by clicking on the link entitled “MWBE Directory”. Engaging with firms found in the directory with like product(s) and/or service(s) is required, and all communication efforts and responses should be well documented to establish Contractor’s “good faith efforts”.

By submitting a Bid in response to this IFB, for contracts with an MWBE goal above, a Bidder agrees to complete and submit an M/WBE Utilization Plan (Attachment 5, Form #1) prior to award. DOH will review the submitted M/WBE Utilization Plan. If the Plan is not accepted, DOH may issue a notice of deficiency. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days after Bidder’s receipt of such notice.

DOH may disqualify a Bidder as being non-responsive to this IFB under the following circumstances:

- a) If a Bidder fails to submit a M/WBE Utilization Plan;
- b) If a Bidder fails to submit a written remedy to a notice of deficiency;
- c) If a Bidder fails to submit a request for waiver (if applicable); or
- d) If DOH determines that the Bidder has failed to document good-faith efforts to provide meaningful participation by M/WBEs under the Contract in accordance with the goals for this RFP established by the Department;

The Contractor will be required to attempt to utilize, in good faith, any MBE or WBE identified in its M/WBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to DOH but must be made no later than prior to the submission of a request for final payment on the Contract.

The Contractor will be required to submit a Contractor’s Quarterly M/WBE Contractor Compliance & Payment Report to the DOH, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the M/WBE goals of the Contract.

If (a) the Department determines that the Contractor is not in compliance with the M/WBE requirements of the Contract and the Contractor refuses to comply with such requirements, or (b) the Department finds that the Contractor has willfully and intentionally failed to comply with the M/WBE participation goals established in the Contract, the Contractor may be required to pay to the Department liquidated damages and will be considered during future Vendor Responsibility Profile reviews should the bidder bid on future opportunities with the Department

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to M/WBEs had the Contractor achieved the contractual M/WBE goals; and (2) all sums actually paid to M/WBEs for work performed or materials supplied under the Contract.

A New York State certified Minority- and Women-Owned Businesses (M/WBE) may request that their firm's contact information be included on a list of M/WBE firms interested in serving as a subcontractor for this procurement. The listing will be publicly posted on the Department's website for reference by the bidding community. A firm requesting inclusion on this list should send contact information and a copy of its NYS M/WBE certification to WCEL@health.ny.gov before the Deadline for Questions as specified in Section 1. (Calendar of Events). Nothing prohibits an M/WBE Vendor from proposing as a prime Contractor.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.)

4.8. 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 Equal Employment Opportunity (“EEO”) 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. ADMINISTRATIVE INFORMATION

The following administrative requirements, terms and information will apply to this IFB. Failure to comply fully with any of these requirements or terms, or this information, may result in disqualification of a Bidder's Bid.

5.1. Restricted Period

"Restricted Period" means the period of time (a) commencing with the earliest written notice, advertisement, or solicitation of this Invitation for Bids, soliciting a response from Bidders and intending to result in a procurement contract with DOH and (b) ending with the final Contract award and approval by the Office of the State Comptroller.

Pursuant to State Finance Law Sections 139-j and 139-k, the Department has identified a "Designated Contact" and a "Permissible Subject Matter Contact" on the Face Page of this IFB to whom all communications with regard to this procurement during the Restricted Period must be made.

During the Restricted Period of this IFB, any oral, written, or electronic communication between a potential Bidder and the Department, except communications between a potential Bidder and the Designated Contact or the Permissible Subject Matter Contact specified on the Cover Page of this IFB, under circumstances where a reasonable person would infer that the communication was intended to influence this procurement, is prohibited by law. The violation of the requirements described in this Section may be grounds for a determination that a Bidder is non-responsible and therefore ineligible for a contract award pursuant to this IFB. Two violations within four years of the rules against impermissible contacts during a "Restricted Period" may result in the violator being debarred from participating in all procurements by New York State agencies and authorities for a period of four years.

5.2. Questions

Potential Bidders may submit written questions and requests for clarification pertaining to this IFB between the issuance of this IFB and the deadline for the submission of written questions specified in [Section 1](#) (Calendar of Events). All questions and requests for clarification of this IFB should cite the relevant IFB, including the IFB number and title IFB # C040884 and Preventive Maintenance, Filter Exchange and Repair Services for Deionized Water system and equipment at the Wadsworth Center, the section and paragraph number of this IFB or of the Attachment to this IFB to which the question relates, where applicable, and must be submitted via email to WCEL@health.ny.gov no later than the Deadline for Submission of Written Questions specified in [Section 1](#). (Calendar of Events). Questions received after the deadline **may not** be answered.

If a potential Bidder discovers any ambiguity, conflict, discrepancy, omission, or other apparent error in this IFB, the Bidder shall immediately notify DOH of such error in writing at WCEL@health.ny.gov and request that DOH clarify or modify the Terms of this IFB. If, prior to the deadline for the 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 notwithstanding such apparent ambiguity, conflict, discrepancy, omission or other error. If awarded the Contract pursuant to the terms of this IFB, the Bidder shall not be entitled to an amendment to the terms of the Contract to correct or clarify any such ambiguity, conflict, discrepancy, omission or other error nor to any additional compensation by reason of the error or its correction.

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 specified in [Section 1](#). (Calendar of Events). Modifications to this IFB shall be made by the issuance of amendments and/or addenda, which will be posted to the DOH website.

5.4. DOH's Reserved Rights

The Department 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 Department'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 Department's or any other State 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 set forth in [Section 1](#). (Calendar of Events).
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 terms of the IFB, including the attachments and exhibits, if any, to this IFB, and any amendments or addenda to the IFB, and the Questions and Answers, if any, posted by the Department in accordance with [Section 5.2](#) (Questions), 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 made by a Bidder pursuant to the terms of the Bid it submits 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.
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.

5.5. Freedom of Information Law ("FOIL")

All Bids may be disclosed or used by the Department to the extent permitted by law. The Department 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 New York State 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.** If the Department agrees with the proprietary claim, the designated portion of the Bidder's 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.

5.6. Debriefing

Once an award has been made, a Bidder may request a debriefing of their Bid. The debriefing will be limited solely to the Bidder's own Bid and will not include any discussion of other bids. A Bidder's request for a debriefing must be received by the Department no later than fifteen (15) calendar days after the date of the award notification to the successful Bidder or non-award announcement to the unsuccessful Bidder, depending upon whether the Bidder requesting the debriefing is the successful Bidder or an unsuccessful Bidder.

5.7. Protest Procedures

In the event an unsuccessful Bidder wishes to protest the award resulting from this IFB, the protesting Bidder must 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 OSC's Guide to Financial Operations, which is available on-line at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>

5.8. Piggybacking

New York State Finance Law Section 163(10)(e) (see, also, <https://ogs.ny.gov/procurement/piggybacking-using-other-existing-contracts-0>) allows the Commissioner of the NYS Office of General Services (OGS) to consent to the use of a Contract entered into pursuant to this IFB by other New York State Agencies, and other authorized purchasers, subject to conditions and the consent of the successful Bidder/Contractor.

6. BID FORMAT AND CONTENT

Bidders responding to this IFB must satisfy all requirements stated in this IFB. A Bidder must submit a complete Bid package. A Bid that is incomplete in any material respect must be rejected.

To expedite the review by the Department of the Bids submitted in response to this IFB, Bidders are requested to submit their Bids as summarized in [Attachment A](#), Bid Package 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 Bid submissions to the shortest length consistent with making a complete presentation of qualifications and a complete and concise response to each component of the IFB.

The Department 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 Mandatory Bid Requirements is to demonstrate the qualifications, competence, and capacity of the Bidder to provide the commodity or services sought to be procured by the Department pursuant to this IFB. The following outlines the required information to be provided by each **responsive** Bidder. The information requested must be provided in the prescribed format. Responses that do not follow the prescribed format will be eliminated from consideration. All responses included in a Bid submitted pursuant to this IFB by a Bidder are subject to verification for accuracy.

6.1.1. Mandatory Site Visit

Bidders must attend the Mandatory Site Visit and must attend and sign in at each location. This sign in log will be used to verify responsiveness to this requirement. ([Section 3.1](#)).

6.1.2. Bidder's Minimum Qualifications to Bid

A responsive Bidder must be able to meet all the requirements stated in [Section 3.2](#) of this IFB. The Bidder must submit documentation that provides sufficient evidence of meeting the minimum qualifications to bid. The bidder must also submit resumes of all technical personnel assigned to this contract.

- Bidder must have a minimum of five (5) years-experience servicing the types of equipment listed in IFB Section 4.2. 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.
- Bidder must attest that all technical personnel assigned to this contract have at least three (3) years of related experience servicing equipment similar to that listed Section 4.2.
- The bidder must submit resumes of all technical personnel assigned to this contract

6.1.3 Bid Form

A responsive Bidder must submit a completed and signed [Attachment B – Bid Form](#). The Bid Form must comply with the format and content requirements as detailed in this IFB and in Attachment B. Failure to comply with the format and content requirements will result in disqualification.

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

Bidders must provide a price for all products in sizes and quantities exactly as listed in **Bid Form** - Attachment B. Bids which do not include a price for all products may be disqualified. Bids which add alternative products, quantities or sizes will be disqualified.

6.1.4 Bidder's Certified Statements

Complete, sign and 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.

Note: THE DEPARTMENT WILL REJECT AND FIND UNRESPONSIVE ANY BID THAT CONTAINS AN INCOMPLETE, UNSIGNED OR IS MISSING [Attachment 7](#).

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 Determinations".

6.2.2. Vendor Responsibility Questionnaire

Complete, certify, and file a New York State Vendor Responsibility Questionnaire. The Department recommends that Bidders 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 or go directly to the VendRep System online at www.osc.state.ny.us/vendrep.

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

Bidders opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website, www.osc.state.ny.us/vendrep, or may contact the OSC's Help Desk for a copy of the paper form. Bidders should complete and submit the Vendor Responsibility Attestation, [Attachment 3](#).

6.2.3. Vendor Assurance of No 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 and subcontractors. [Attachment 4](#) must be signed by an individual authorized to bind the Bidder contractually.

6.2.4. EO 177 Prohibiting Contracts with Entities that Support Discrimination

Submit [Attachment 11](#), certifying that Bidder 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 New York State Human Rights Law.

6.2.5. Executive Order 16 Prohibiting Contracting with Businesses Conducting Business in Russia

Submit [Attachment 12](#), certifying the status of the Bidder's business operations in Russia, if any, as mandated by Executive Order 16.

6.2.6. M/WBE Forms

Submit completed Form #1 and/or Form #2, Form #4 and Form #5 as directed in [Attachment 5](#), "New York State DOH M/WBE IFB Required Forms".

6.2.7. Encouraging 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, if any, the Bidder will use in the performance of the Contract to be awarded to the successful Bidder.

6.2.8. 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 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.

Submit State Consultant Services Form A: Contractor's Planned Employment and Form B: Contractor's Annual Employment Report, available at:
<http://www.osc.state.ny.us/agencies/forms/ac3271s.doc> and
<http://www.osc.state.ny.us/agencies/forms/ac3272s.doc>.

6.2.9. 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 offeror 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>.

Submit these Forms, available through these links:

- ST-220 CA: 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

6.2.10. Freedom of Information Law – Bid Redactions

A Bidder must clearly and specifically identify any portion of their Bid that the Bidder believes constitutes proprietary information entitled to confidential handling as an exception to the Freedom of Information Law.

6.2.11. References

Bidder must provide references using [Attachment 9 \(References\)](#), for three (3) institutions that you have provided services of Preventative Maintenance, Filter Exchange and Repair services for

Deionized Water Systems and Equipment to meet the five (5) year minimum requirement of experience. Provide firm names, addresses, contact names, telephone numbers, and email addresses.

The provided references will be asked the following questions with the option of responses Yes or No. A response of Yes is considered to be affirmative.

1. Can you confirm that vendor has performed Preventative Maintenance, Filter Exchange and Repair services for Deionized Water Systems and Equipment?
2. (If the answer is yes) The vendor stated they provided these services to your organization from the period of _____. Is that accurate?

If three affirmative responses are not received from references provided to show the bidder meets the five-year requirement, the bidder will be found non-responsive.

7. BID SUBMISSION

The proposal must be received by the NYSDOH, no later than the Deadline for Submission of Proposals specified in [Section 1.0](#) (Calendar of Events). Late bids will not be considered.

A proposal consists of two (2) distinct parts: (1) the Mandatory Bid Requirements and (2) Other Bid Documents. The table below outlines the requested format and volume for submission of each part. Proposals should be submitted in all formats as prescribed below.

	Paper Submission
Mandatory Bid Documents	1 Original 3 Copies
Other Bid Documents	1 Original 3 Copies

Hard Copy/ Paper Submission Instructions:

1. All hard copy 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.
2. A type size of eleven (11) points or larger should be used.
3. Bid submissions should be submitted in a sealed package containing two separate envelopes, each clearly labeled with the bidder's name and "IFB # C040884 - Deionized Water Systems and Equipment at The Wadsworth Center".
 - a. Envelope one should be labeled "Mandatory Bid Documents" and contain all items listed in Attachment A – Bid Package Checklist – Mandatory Bid Documents Submission.
 - b. Envelope two should be labeled "Other Bid Documents" and contain all items listed in Attachment A – Bid Package Checklist – Other Bid Documents Submission.
 - c. Within each envelope the originals and copies should be clearly labeled and numbered.
4. Where signatures are required, the Bids designated as originals should have a handwritten signature and be signed in blue ink.
5. The Department discourages overly lengthy Bids. Therefore, marketing brochures, user manuals or other materials beyond that sufficient to present a complete Bid, are not desired and will not be reviewed or evaluated. Elaborate artwork or expensive paper is not necessary or desired. In order

for the Department to evaluate bids fairly and completely, all Bids should follow the format described in this RFP and provide all requested information and no extraneous or additional information or material.

6. Audio and/or videotapes are not allowed. Any submitted audio or videotapes will be ignored by the evaluation teams.
7. In the event that a discrepancy is found between the copies and the originals, original #1 will prevail.

Proposals must be submitted, by U.S. Mail, by courier/delivery service (e.g., FedEx, UPS, etc.) or by hand as noted below, in a sealed package to:

Department of Health - IFB # C040884 - Deionized Water Systems and Equipment at The Wadsworth Center
ATTN: Anthony Saouma
Biggs Laboratory
Wadsworth Center
New York State Department of Health
Dock J - P1 Level
Empire State Plaza
Albany, NY 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 proposals in a manner other than as described in these instructions (e.g., fax) will not be accepted.

The complete bid must be received by the NYSDOH, no later than the Deadline for Submission of Bids specified in [Section 1.0](#), (Calendar of Events). Late bids will not be considered.

7.1. No Bid Form

A prospective Bidder choosing not to bid is requested to complete and submit the No-Bid form [Attachment 2](#), by the Deadline for Submission of Bids specified in [Section 1.0](#) (Calendar of Events). This information helps to enhance future mailing lists for the Department.

8. METHOD OF AWARD

At the discretion of the Department, 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 two or more Bidders offering identical bid prices, 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 successful Bidder is selected, the Department will issue a Contract to the successful Bidder, substantially in the form of Attachment 8. In order to be considered responsible and responsive, the Bid must include all Invitation for Bid (IFB) required documents and meet the minimum qualifications as stated in the IFB.

Bidders may be requested by the Department to clarify the details of their Bid. Unless requested by the Department to do so, no Bidder will be allowed to alter its Bid after the Deadline for Submission of Proposals listed in [Section 1.0](#) (Calendar of Events).

8.2. Submission Review

The Department 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 6.0](#) (Bid Format and Content) and [Section 7.0](#) (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 a Bidder's qualifications to propose (Section 3.3).

8.4. Award Recommendation

The Evaluation Committee will submit to the Commissioner 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 or commodities 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.

ATTACHMENTS

The following attachments are included in this IFB and are available via hyperlink or can be found at: <https://www.health.ny.gov/funding/forms/>.

1. [Bidder's Disclosure of Prior Non-Responsibility Determinations](#)
2. [No-Bid Form](#)
3. [Vendor Responsibility Attestation](#)
4. [Vendor Assurance of No Conflict of Interest or Detrimental Effect](#)
5. [Guide to New York State DOH M/WBE IFB Required Forms](#)
6. [Encouraging Use of New York Businesses in Contract Performance](#)
7. [Bidder's Certified Statements](#)
8. [DOH Agreement](#) (Standard Contract)
9. [References](#)
11. [Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination](#)
12. [Executive Order 16 Prohibiting Contracting with Businesses Conducting Business in Russia](#)

The following attachments 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 proposal submission.

IFB # C040884 - Deionized Water Systems and Equipment at The Wadsworth Center		
FOR THE MANDATORY BID REQUIREMENTS		
IFB §	REQUIREMENTS	INCLUDED
§ 6.1.1	Mandatory Site Visit	<input type="checkbox"/>
§ 6.1.2	Documentation of Bidder's Eligibility	<input type="checkbox"/>
§ 6.1.3	Bid Form (Attachment B)	<input type="checkbox"/>
§ 6.1.4	Bidder's Certified Statements (Attachment 7)	<input type="checkbox"/>
OTHER BID DOCUMENTS		
§ 6.2.1	Disclosure of Prior Non-Responsibility Determinations (Attachment 1)	<input type="checkbox"/>
§ 6.2.2	Vendor Responsibility Attestation (Attachment 3)	<input type="checkbox"/>
§ 6.2.3	Vendor Assurance of No Conflict of Interest or Detrimental Effect (Attachment 4)	<input type="checkbox"/>
§ 6.2.4	EO 177 Prohibiting Contracts with Entities that Support Discrimination (Attachment 11)	<input type="checkbox"/>
§ 6.2.5	EO 16 Prohibiting Contracts with Entities Conducting Business in Russia (Attachment 12)	<input type="checkbox"/>
§ 6.2.6	Attachment 5 - M/WBE Participation Requirements:	<input type="checkbox"/>
	Attachment 5 - Form 1	<input type="checkbox"/>
	Attachment 5 - Form 2 (If Applicable)	<input type="checkbox"/>
	Attachment 5 - Form 4	<input type="checkbox"/>
	Attachment 5 - Form 5 (If Applicable)	<input type="checkbox"/>
§ 6.2.7	Encouraging Use of New York Businesses (Attachment 6)	<input type="checkbox"/>
§ 6.2.8	State Finance Law Consultant Disclosure	<input type="checkbox"/>
§ 6.2.9	Sales and Compensating Use Tax Certification	<input type="checkbox"/>
§ 6.2.10	FOIL	<input type="checkbox"/>
§ 6.2.11	Attachment 9 – References	<input type="checkbox"/>

ATTACHMENT B

BID FORM C040884

Attachment B			
<p>All costs per service associated with work performed under this IFB must be included on the Bid Form. The Wadsworth Center will not be responsible for any costs that are not specifically outlined in this bid proposal. Prices quoted must remain fixed for the entire 5-year term of the contract.</p> <p>Quantities provided below are estimates and are not a guarantee to utilize a specific type or quantity of services.</p>			
BID CALCULATION SHEET			
Item	(A) Cost per each service item	(B)Multiplier for number of times per year	(A x B) Annual cost for service
GRIFFIN LABORATORY			
GRIFFIN LAB BUILDING #1			
Every 6 months, provide service for Carbon tank, Part # W5TDIRAC0120FSP, quantity 1 tank		2	
Quarterly, provide service for Mixed Bed DI tank, Part #W5TDIMB10120FSP, quantity 2 tanks		4	
Quarterly, replace 1 micron Pre-filter, Part # W2T159700, quantity 1		4	
Every 6 months, replace 0.2 micron final filter, Part # W2T159322, quantity 1		2	
Annually, replace UV Bulb, Part # W2T169354, quantity 1		1	
Annually, UV Bulb Disposal, Part # W3TSP4208, quantity 1		1	
Annually, replace UV Quartz sleeve, Part # W2T164364, quantity 1		1	
Annually, replace UV O-rings, Part # W2T144933, quantity 2		1	
Annually, Sanitize Distribution loop		1	
Annually, Provide/use Sanitization chemical, Part # W2T165293, quantity 1		1	

Annually , Provide/use Sanitization test strips, Part # W2T131644, quantity 1		1	
GRIFFIN LAB BUILDING #2			
Quarterly , change system tanks Includes 1 Carbon tank Includes 2 mixed bed tanks		4	
With each tank change , provide and change system pre-filter #FCDPF10S5		12	
Every 6 months , provide and change capsule filter #FCCFP11S2		2	
Annually , provide and change UV Light #B10002253		1	
Annually , provide and change filter AP101T		1	
GRIFFIN LAB BUILDING #5			
Quarterly , change system tanks Includes 1 Carbon tank Includes 2 mixed bed tanks		4	
With each tank change , provide and change system prefilter # FCR0F0905		12	
Every 6 months , provide and change capsule filter #FLWN11052		2	
Annually , provide and change UV Light #B10002253		1	
Annually , provide and change filter AP101T		1	
Total Annual Cost, Griffin Laboratory			
DAVID AXELROD INSTITUTE			
MEDIA PREP LAB - DIRS 10			
Every 6 months , change carbon tank #W5TDIRAC0360FSP		2	

Every 6 months , change organic scavenger tank #W5TDIORG0360FSP		2	
Every 6 months , change mixed bed tank #W5TDIMB10360FSP		2	
Every 6 months , change 1 micron resin trap filter #W2T159700		2	
Every 6 months , change .2 micron final filter #W2T159322		2	
Every 6 months , PM Visit #W3TSP5225		2	
Every 6 months , Sanitize Distribution loop		2	
Every 6 months , Supply Minncare and test strips #W2T165293 & #W2T131644		2	
Annually , Replace UV Lamp #W2T472870		1	
Annually , Replace Quartz Sleeve #W2T164367		1	
Annually , Replace 2 O'Rings #W2T144932		1	
Annual , M300 METER AND SENSORS CALIBRATION SERVICES		1	
MEDIA PREP LABORATORY – Modulab 1 and Modulab 2			
<u>Total quantity of Modulab units: Two (2) Each</u>			
Annual , I Carbon Filter Replacement #W2T196176 CARB 20"		2	
Annual , I Mixed Bed Cartridge Replacement (2) #W2T196224 CARTRIDGE, MB 20"		2	
Annual , UF Cartridge Replacement #W2T149002 FILTER CTRDG, 0.2UM HLLW FBR UF		2	
Annual , UV Lamp Replacement #W2T175036 LAMP, ULTRA VIOLET 185 NM		2	

Every 6 months, PM Visit #W3TSP5225		4	
Every 6 months, System Sanitization #W3TSP5883		4	
NEWBORN SCREENING LAB Rm 5023, 5025, & 5027 – Medica Pro 120			
<u>Total quantity of Medica Pro 120 units: Three (3) Each</u>			
A comprehensive inclusive full-service program that includes, all parts/expendables, emergency services, call out services, repairs and/or replacement of equipment to deliver to the effluent water specifications (Bacteria testing, if required to be completed by customer). <u>Influent Water Specifications:</u> Conductivity: 250 microSiemens CO2: 2 ppm TOC: 2 ppm <u>Effluent Water Specifications:</u> Water Quality Spec: Meet the CLSI/CLRW Standard Water Quantity Spec: Production Rate: 90 – 120 lph Delivery Rate: 2 - 4 lpm @ 10 – 14 psi User Consumption Rate: 8,736 liters/month (24lph x 12hrs x 7 days x 52 wks / 12 months)		3	
Quarterly, PM Routine Service / Maintenance Visits		12	
Quarterly, PM Mechanical / Electrical Checks		12	
Quarterly, PM Operational Checks		12	
Quarterly, PM Collect and Analyze Data		12	
Quarterly, System Pre-Filter Replacement # W2T173995		12	
Quarterly, Internal Pre-Filter Replacement #W2T159712		12	

Annually , Post Filter Replacement # W2T142549		3	
Every 6 months , Vent Filter Replacement #W2T167303		6	
Every 6 months , Capsule Filter Replacement #W2T165344		6	
Quarterly , DI Pack Replacement #W2T199025		12	
Annually , UV Bulb #W2T167317		3	
Annually , UV Sleeve #W2T178418		3	
Annually , UV O-Ring Replacement #W2T177748		3	
Annually , Pump Maintenance #W2T200361		3	
Annually , Instrumentation Maintenance		3	
Every 6 months , Service Carbon Tank # W5TDICAR0120FSQ		6	
Annually , Field Calibration of Instruments		3	
Every 6 months , Membrane Sanitization #W2T431401		6	
Every 6 months , Tank and Loop Sanitization #W2T431401		6	
BARNSTEAD UNITS STOCK ROOM (Parts Only)			
Supply #W2T159712 FILTER CTRDG,9.75" 5UM		20	

Supply #W2T167226 FILTER CTRDG, WS-10 0.5UM 9.75 PP		20	
Supply #W2T169711 FILTER CTRDG,10" 20UM GAC		10	
Supply #W2T184394 Sanitization Syringe CMX25		12	
Supply Thermo Fisher Barnstead OEM 09.1020 - filter cartridge		5	
Supply Thermo Fisher Barnstead OEM 09.1003 - capsule dispense filter (sterile filter)		5	
Supply Thermo Fisher Barnstead OEM 09.2012 - RO membrane		24	
Supply Thermo Fisher Barnstead OEM 50133981 - UF Module		24	
Supply Thermo Fisher Barnstead OEM 06.5003 - Vent Filter		12	
Supply Thermo Fisher Barnstead OEM 09.1002 - UV Lamp		12	
Total Annual Cost, David Axelrod Institute			
Biggs Laboratory, Empire State Plaza			
Annually , conduct a service engineering evaluation of all system unit operations and submit a written report of findings to the Director of Facilities Management with recommendations for optimizing performance.		1	
Annually , clean sleeves, replace and install ultraviolet lamps in ultraviolet sterilizers. Replacement parts to be provided by contractor. a) 2 each, Aquafine model 3084 lamps in lab glassware loop b) 8 each, Aquafine model 3098 lamps for the main loop		1	
Annually , replace and install submicron cartridge filters		1	

a) 21 each, #FCWN540S2 – 40" 0.2 micron filters b) 2 each, #FCWNF20S2 – 20" 0.2 micron filters			
Annually , calibrate conductivity meters located at the end of each loop		1	
Annually , ozonate the system distribution piping loops (test and confirm that decontamination was successful)		1	
Every 6 months , regenerate 2 each 14" mixed beds and 2 each 30 cubic feet mixed beds. Replace parts to be provided by contractor include: a) 2 each, 14" mixed bed b) 2 each 30 cubic feet mixed bed		2	
Field service tech is to complete carbon evacuation, disposal, repacking and system start-up three times over a 5-year period (contract term). Timing of this service will be once at the start of the 5-year contract term; once at the midpoint of the contract term, and once immediately prior to the end of the contract term. Removal of spent carbon media from site and disposal of the material is to be provided by the contractor.			Cost to be added to 5-year total, Line "B"
Quarterly , field service tech is to change out RO pre-filter on both RO skids, quantity 2 each of part #W2T173974		4	
Every 6 months , field service tech is to pull out the dirty RO membranes and install customer-supplied cleaned RO membranes every 6 months . The dirty RO membranes are to be sent off site by contractor and the contractor shall provide a platinum membrane cleaning service which shall include a detailed report of the membranes pre-tested and post-tested. Cleaned membranes will be returned to the site. Quantity 16 each of part # W5T44PLATFG004		2	
Every 6 months , field service tech shall pull feed water sample for lab analysis and provide results to Wadsworth Center		2	
Monthly Preventive Maintenance activities for Biggs lab to be provided by contractor in addition to those listed above. Field service		12	

<p>tech is to inspect, verify proper function, and record performance data of the below listed items, once per month. Records must be kept in a monthly inspection log book. These include:</p> <ul style="list-style-type: none"> a. Feed water blend valve b. Multi-media Filter c. System pre-filters d. Activated carbon filter e. Softener filter f. Reverse Osmosis skids g. Storage Tank and Accessories h. Mix Bed DI tank i. Ultraviolet Unit j. Resin trap filters k. Final Filters l. Main control panel m. RO control panel n. Verify flows, pressure, temperature, water quality, RO and system alarm conditions 			
<p>Monthly, field service tech shall test feed water and record into log book</p> <ul style="list-style-type: none"> a. Field test feed water conductivity b. Field test chlorine pre and post carbon filter c. Field test hardness pre and post softener filter 		12	
Total Annual Cost, Biggs Laboratory			
5-year Tabulation for Bid Sheet			
	Annual Cost per site	Multiply x5	Total 5 year cost per site
Griffin Laboratory		X 5 =	
David Axelrod Institute		X 5 =	
Biggs Laboratory		X 5 =	
Additional Cost From Biggs Lab	Per Service Visit Price	Multiply x3	Total 5-year cost per site
Line B		X 3 =	
TOTAL 5 YEAR COST	-----	-----	