



Department of Health

Invitation for Bids

IFB # - C043117

Repair and Preventative Maintenance Services for Refrigeration Equipment Wadsworth Center Facilities Management

Issued: July 29, 2026

PERMISSIBLE SUBJECT MATTER CONTACT:

Pursuant to State Finance Law § 139-j(3)(a), the New York State Department of Health (hereinafter referred to as 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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DESIGNATED CONTACT:

Pursuant to State Finance Law §§ 139-j and 139-k, the Department 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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1. CALENDAR OF EVENTS

IFB C043117 Repair and Preventative Maintenance Services for Refrigeration Equipment	
<u>EVENT</u>	<u>DATE</u>
Issuance of Invitation for Bids	Wednesday July 29, 2026
Registration for Mandatory Site Visit Required By	Wednesday August 5, 2026
Mandatory Site Visit	Wednesday August 19, 2026
Deadline for Submission of Written Questions	Questions Due By Wednesday August 26, 2026 4:00 p.m. ET
Responses to Written Questions Posted by the Department	Responses to be Posted On or About Wednesday September 2, 2026
Deadline for Submission of Bids	Bids Due on Or Before Date Thursday September 10, 2026 4:00 p.m. ET
<u>Anticipated</u> Contract Start Date	August 1, 2027

2. OVERVIEW

Through this Invitation for Bids (“IFB”), the New York State Department of Health (the “Department”) is seeking competitive bids from (a) qualified organization(s) to provide repair and preventive maintenance services for refrigeration 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 Department’s Wadsworth Center is New York State’s public health laboratory. It is comprised of both public health testing laboratories and research facilities. The Wadsworth 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 Wadsworth 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.

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 the Department 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 Department.

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 the Department after contract award. Any amendments the Department makes to the IFB as a result of questions and answers will be publicized on the Department's 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).

Note to bidders: This contract may be terminated early once the transition to the new Wadsworth Laboratory is completed, if that completion occurs prior to the end of this contract period.

3. MINIMUM QUALIFICATIONS TO BID

3.1. Mandatory Site Visit

Due to the complex nature of the facilities, a site visit to three of the five locations is MANDATORY prior to submitting a proposal. Bidders must attend the Mandatory Site Visit for the entire duration of the visit and sign in at each location. The schedule for the Mandatory Site Visit is shown in the Calendar of Events. Prospective bidders must email WCEL@health.ny.gov at the Wadsworth Center Facilities Management Office to confirm their intent to participate by Wednesday, August 5, 2026. Emails received after this date will **not** be accepted and prospective bidders will not be allowed to attend any of the site visits. An itinerary for the Mandatory Site Visit will be provided at that time. The Site Visit will be held at Biggs Laboratory, Empire State Plaza, Albany, NY; David Axelrod Institute, 120 New Scotland Avenue, Albany, NY; and Griffin Laboratory, 5668 State Farm Road, Slingerlands, 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.

3.2. Mandatory Qualifications

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

- Bidder must have a minimum of five (5) years' verifiable experience performing repair and maintenance of refrigeration equipment (similar to Wadsworth Center equipment e.g., laboratory, life science, medical, etc.) as shown in the Wadsworth Center equipment list in Section 4.

All personnel to be assigned to this contract must have the following credentials and training. Within 30 days of contract award notification, awardee must provide a list of names of personnel to be assigned to the contract and documentation for each supporting the criteria below has been met:

- 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
- Manufacturer's training in Revco, Thermo, or Panasonic products

3.3. References

Bidder must provide references using Attachment 9 (References), for three (3) institutions that you have provided similar services to those required in this IFB excluding the Department to meet the

five (5) year minimum requirement of experience. Provide firm names, addresses, contact names, telephone numbers, and email addresses.

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 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 Product and Service Requirements

The Wadsworth Center’s refrigeration equipment maintenance and service needs exist at five Capital District sites. 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 locations:

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

The three state-owned laboratory sites (Biggs, DAI and 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. The 1450 Western Avenue location is also leased space and is 100% clerical in nature, however a few domestic refrigerators are used there. The 1450 Western Avenue location 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 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 through to check on environmental rooms at Biggs, DAI, and Griffin Laboratories, 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 Laboratory 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

Description	Quantity
Hot-pack environmental rooms (Biggs)	90
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 at Biggs 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.

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 2026 Calendar of Legal Holidays for New York State can be found here: [2026 Legal Holidays](#).

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.

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'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: 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. This allowance will be added to the awarded bidder's contract value, and these costs will be reimbursed to the Contractor through this contract.

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 which will be reviewed for cost reasonableness prior to approval;
- 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.

4.2. Prevailing Wage Rate

A Prevailing Rate Case Number PRC #2026009873 has been assigned to this project. Contractors are reminded that the payment of prevailing wages and supplements is a requirement of 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.

4.3. 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.

4.4. 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 Claim for Payment to the State's designated payment office:

Preferred Method: Email a .pdf copy of your signed Claim for Payment to the Business Service Center (BSC) at: AccountsPayable@ogs.ny.gov and cc to your Contract Manager with a subject field as follows:

Subject: Unit **3450297**; Contract Number C043117

Alternate Method: Mail signed, original Claim for Payment at the following U.S. postal address:

NYS Department of Health
Unit ID **3450297**; Contract Number C043117
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

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.

4.5. Subcontracting

Bidders may not propose the use of a subcontractor.

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 Appendix, Section IV. Contract Insurance Requirements as well as below.

Sections 57 and 220 of the New York State Workers' Compensation Law (WCL) provide that the Department 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 the Department, successful Bidders will be required to verify for the Department, 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:

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.

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>.

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 the Department's contracts.

Business Participation Opportunities for M/WBEs

For purposes of this IFB, the Department hereby establishes an overall goal of 0% for M/WBE participation, 0% for Minority-Owned Business Enterprises ("MBEs") participation and 0% 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 IFB 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 the Department may withhold payment pending receipt of the required M/WBE documentation. For guidance on how the Department 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. The Department will review the submitted M/WBE Utilization Plan. If the Plan is not accepted, the Department 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.

The Department 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 the Department 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 IFB 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 the Department 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 Department, 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 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 will 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 the Department 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 the Department 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 (C043117 Repair and Preventative Maintenance Services for Refrigeration Equipment Wadsworth Center Facilities Management 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 the Department of such error in writing at WCEL@health.ny.gov and request that the Department clarify or modify the Terms of this IFB. If, prior to the deadline for the Submission of Bids, a Bidder fails to notify the Department 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

The Department 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 the Department, 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 Department’s website.

5.4. The Department'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 specification that cannot be complied with by none 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 as specified in the paragraph immediately following this paragraph.** 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

Pursuant to Section 163(9)(c) of the State Finance Law, once an award has been made, any unsuccessful bidder may request a debriefing regarding the reasons that the proposal or bid submitted by the Bidder was not selected for award. The debriefing will be limited solely to the Bidder's own Bid and will not include any discussion of other bids. Requests for a debriefing must be made within fifteen (15) calendar days of release of the written or electronic notice by the Department that the Bid submitted by the Bidder was not selected for award. Requests should be submitted in writing to a designated contact identified in the award/non-award letter.

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 are required to attend the Mandatory Site Visit and must attend and sign in at each location. Bidders must submit their site visit registration confirmation email as proof of 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 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 have a minimum of five (5) years' verifiable experience performing repair and maintenance of refrigeration equipment (similar to Wadsworth Center equipment e.g., laboratory, life science, medical, etc.) as shown in the Wadsworth Center equipment list in Section 4.
- All personnel to be assigned to this contract must have the following credentials and training. Within 30 days of contract award notification, awardee must provide a list of names of personnel to be assigned to the contract and documentation for each supporting the criteria below has been met: 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
 - Manufacturer's training in Revco, Thermo, or Panasonic products

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 bidder's cost of furnishing all of the said 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 IFB and in the Contract to be awarded pursuant to this IFB to the successful Bidder.

NOTE: Excluded from the prices bid are the materials, parts, replacement components and refrigerants pertinent to the required maintenance and repair efforts up to an annual allowance of \$50,000.00. This allowance will be added to the awarded bidder's contract value, and these costs will be reimbursed to the Contractor through this contract.

Bidders must provide a price for hourly staff rates exactly as listed in **Bid Form - Attachment B**. Bids which deviate from this bid form 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](#).

6.1.5 References

Provide references using [Attachment 9](#) (References) for three (3) current or former customers excluding the Department that will verify the Bidder's provision of services similar to those in this IFB for a period of 5 years. The Bidder must include the organization name, contact name, contact phone number and contact email address for these organizations.

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 #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. Gender-Based Violence and the Workplace Certification

[New York State Finance Law §139-M](#) requires bidders on competitive state procurements to certify that they have a written policy addressing gender-based violence and the workplace and that such policy meets the minimum requirements outlined on [Attachment 14](#). Bidders should review, sign, date and include as part of their submission [Attachment 14](#).

7. BID SUBMISSION

The proposal must be received by the Department, no later than the Deadline for Submission of Proposals specified in [Section 1](#). (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.

Proposal	Paper Submission Number of Copies
Mandatory Bid Documents	2 Original 2 Copies

Other Bid Documents	2 Original 2 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 C043117 Repair and Preventative Maintenance for Refrigeration Equipment".
 - Envelope one should be labeled "Mandatory Bid Documents" and contain all items listed in Attachment A – Bid Package Checklist – Mandatory Bid Requirements Submission.
 - Envelope two should be labeled "Other Bid Documents" and contain all items listed in Attachment A – Bid Package Checklist – Other Bid Documents Submission.
 - 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 #C043117 Repair and Preventative Maintenance
Services for Refrigeration Equipment
Attention: Anthony Saouma
Biggs Laboratory
Wadsworth Center
New York State 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 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 Department, no later than the Deadline for Submission of Bids specified in [Section 1.](#), (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.](#) (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.](#) (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.](#) (Bid Format and Content) and [Section 7.](#) (Bid Submission) for award. That process will be followed until an award is made.

8.3. 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](#)
13. [Attachment 14 - State Finance Law 139M Attestation Gender Based Violence](#)

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](#) for the appropriate format and quantities for proposal submission.

IFB # C043117 – Repair and Preventive Maintenance Services for Refrigeration Equipment		
FOR THE MANDATORY BID REQUIREMENTS		
IFB §	REQUIREMENTS	INCLUDED
§ 6.1.1	Mandatory Site Visit Registration Email Confirmation from DOH	☐
§ 6.1.2	Documentation of Bidder's Eligibility	☐
§ 6.1.3	Bid Form (Attachment B)	☐
§ 6.1.4	Bidder's Certified Statements (Attachment 7)	☐
§ 6.1.5	References (Attachment 9)	☐
OTHER BID DOCUMENTS		
§ 6.2.1	Disclosure of Prior Non-Responsibility Determinations (Attachment 1)	☐
§ 6.2.2	Vendor Responsibility Attestation (Attachment 3)	☐
§ 6.2.3	Vendor Assurance of No Conflict of Interest or Detrimental Effect (Attachment 4)	☐
§ 6.2.4	EO 177 Prohibiting Contracts with Entities that Support Discrimination (Attachment 11)	☐
§ 6.2.5	EO 16 Prohibiting Contracts with Entities Conducting Business in Russia (Attachment 12)	☐
§ 6.2.6	Attachment 5 - M/WBE Participation Requirements:	☐
	Attachment 5 - Form 4	☐
	Attachment 5 - Form 5 (If Applicable)	☐
§ 6.2.7	Encouraging Use of New York Businesses (Attachment 6)	☐
§ 6.2.8	State Finance Law Consultant Disclosure	☐
§ 6.2.9	Sales and Compensating Use Tax Certification	☐
§ 6.2.10	FOIL	☐
§ 6.2.11	Gender-Based Violence and the Workplace Certification (Attach 14)	☐

ATTACHMENT B
New York State Department of Health
BID FORM
IFB # C043117

Organization Name: _____

Contact Person: _____

Contract Period: 08/01/27 – 07/31/32

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 document and in Attachment B. Failure to comply with the format and content requirements will result in disqualification.

The bid price will be a fixed hourly rate per staff per year based upon prevailing wage rate standards (at a minimum the hourly rate for plumber in Albany County) posted by the NYS Department of Labor for the time period covering the IFB submittal date. Reimbursement for services will be solely on an hourly basis for the actual hours worked, with supporting documentation. Hourly rates must be inclusive of all costs including salaries, fringe benefits, administrative costs, overhead fees, materials, equipment, tools, uniforms, and travel to the satisfaction of the Department of Health and the performance of all the work set forth in said specifications.

Bidder must enter their All-Inclusive Fixed Hourly Rate Per Staff in Column B for each year 1 through 5 in whole dollars only. Bidder shall not make any changes whatsoever to this Bid Form and must not include any additional comments or notations.

Overtime/holiday costs are **not** to be included in this bid form, but are described in [Section 4.4](#), Payment, Overtime.

List Year	Hourly Rate Per Staff
August 1, 2027 thru July 31, 2028	
August 1, 2028 thru July 31, 2029	
August 1, 2029 thru July 31, 2030	
August 1, 2030 thru July 31, 2031	
August 1, 2031 thru July 31, 2032	

By signing this Cost Proposal, Bidder attests that the following information is true and accurate to the best of their knowledge and that the Bidder organization(s) agrees to abide by the terms of the approval proposal and is fully able and willing to carry out the work required herein. Additionally, Bidder agrees that the pricing is binding for 365 days from the bid due date.

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