



Department of Health

Invitation for Bids

IFB # - 18219

Snow Plowing and Snow/Ice Removal Services at The David Axelrod Institute and Griffin Laboratory

Issued: April 3, 2019

DESIGNATED CONTACT:

Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Health identifies the following designated contact to whom all communications attempting to influence the Department of Health'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 of Health identifies the following allowable 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 #18219 – SNOW PLOWING AND SNOW/ICE REMOVAL SERVICES AT THE DAVID AXELROD INSTITUTE AND GRIFFIN LABORATORY	
<u>EVENT</u>	<u>DATE</u>
Issuance of Invitation for Bids	April 3, 2019
Registration for Mandatory Site Visit Required by	April 16, 2019
Mandatory Site Visit, Week of	April 22, 2019
Deadline for Submission of Written Questions	Questions Due By May 6, 2019 3:00 p.m. ET
Responses to Written Questions Posted by DOH	On or About Responses Posted By May 13, 2019
Deadline for Submission of Bids	Proposals Due on Or Before May 28, 2019 3:00 p.m. ET
<i>Anticipated</i> Contract Start Date	November 1, 2019

2. OVERVIEW

Through this Invitation for Bids (“IFB”), the New York State (“State”) Department of Health (“DOH”) Wadsworth Center (WC) is seeking competitive bids from qualified organization for Snow Plowing and Snow/Ice Removal services including Sanding and Salting for The David Axelrod Institute and Griffin Laboratory, as further detailed in Section 4.0 ([Detailed Specifications](#)). It is the Department’s intent to award one (1) contract from this procurement.

2.1. Introductory Background

The Wadsworth Center is New York State’s public health laboratory. The David Axelrod Institute and the Griffin Laboratory are two facilities in the Albany, NY area which house many of the Wadsworth Center’s major public health programs. It is necessary to hire a contractor to plow, salt and remove snow from parking areas and walkways at both facilities. Without regular snow/ice removal and preventative treatment measures, parking would be negatively impaired and the safety of employees and guests would be at risk while on the premises. Failure to provide adequate snow/ice removal would also disrupt the Wadsworth Center’s ability to perform critical public health testing services. The selected Contractor will be providing annual snow plowing and snow/ice removal services, including sanding and salting, at the following Wadsworth Center facilities:

- David Axelrod Institute - 120 New Scotland Avenue, Albany, NY
- Griffin Laboratory – 5668 State Farm Road, Slingerlands, NY

2.2. Important Information

The bidder is required to review, and is requested to have legal counsel review, Attachment 8, the DOH Agreement as the Bidder must be willing to enter into an Agreement substantially in accordance with the terms of [Attachment 8](#) should the bidder be selected for contract award. Please note that this IFB and the

awarded bidder's proposal will become part of the contract as Appendix B and C, respectively.

It should be noted that Appendix A of [Attachment 8](#), "Standard Clauses for New York State Contracts", contains important information related to the contract to be entered into as a result of this IFB and will be incorporated, without change or amendment, into the contract entered into between DOH and the successful Bidder. By submitting a response to the IFB, the Bidder agrees to comply with all the provisions of Appendix A.

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

Any qualifications or exceptions proposed by 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 amendments DOH makes to the IFB as a result of questions and answers will be publicized on the DOH web site.

2.3. Term of the Agreement

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

2.4 Operating Hours

Regular business hours shall be defined as Monday through Friday between the hours of 6:00 AM and 6:00 PM. Note that all Wadsworth Center facilities are operational 24 hours a day, 365 days a year, and snow removal services can be called in at any time including non-business days, weekends, holidays and after regular business hours.

Selected bidder must be available to provide the outlined services 24 hours per day throughout the 5-year term of the contract resulting from this IFB.

3. MINIMUM QUALIFICATIONS TO BID

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

- A minimum of three (3) years of verifiable commercial experience with Snow Plowing, Salting and Snow/Ice Removal Services.
- Location of the Bidder's office/facility that will service this contract shall be located in proximity to the facilities, such that the Bidder can respond on-site within one (1) hour if needed or requested by the Facility Manager or designee. Contractor must be prepared to provide necessary services at that time.

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

4. DETAILED SPECIFICATONS

This Section describes the snow removal services that are required to be provided by the selected bidder. The selected bidder must be able to provide all of these products or services throughout the contract term.

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

The contractor shall ensure that facility roads/walkways are treated and snow/ice has been removed prior to 6:00 AM, Monday through Friday.

It is the responsibility of the contractor to monitor weather conditions and be available to respond for contract services at any time throughout the duration of the contract. The contractor must be available to provide service 24 hours per day, 7 days per week to ensure uninterrupted access to Wadsworth Center facilities.

When snow and/or ice conditions are forecasted within a 12 to 24-hour period, the contractor will be contacted to coordinate the timing of pre-treatment and snow/ice removal activities. The Contractor must be able to respond to DAI or Griffin Laboratory to perform contract services within one (1) hour of being contacted by the Wadsworth Center.

The Contractor shall be responsible to notify the Facility Manager or designee upon or prior to entering the premises to perform services and upon leaving the premises at the conclusion of performing services. The Facility Manager or designee shall determine the appropriate notification method. If the Contractor fails to properly notify the Facility Manager or designee, the Contractor may forfeit payment for services rendered, at the discretion of the Facility Manager or designee.

The Facility Manager or designee will be responsible for contacting the contractor to authorize and coordinate the timing of all snow/ice removal activities.

Contractor shall provide the services for each snow/ice storm event unless otherwise directed by the *Facility Manager* or designee. The Contractor shall provide snow/ice removal services/surface treatments as often as necessary to mitigate snow and/or ice accumulations. Contractor shall return as needed during each snow/ice event to plow blowing, drifting and falling snow upon notification of the Facility Manager or designee. It is expected that snow accumulations shall not exceed two (2) inches at any time during a snow event. No amount of ice accumulation is acceptable. Contractor shall take preventative measures to prevent ice build-up and shall take appropriate action to remove ice should it build-up on any vehicular and pedestrian surfaces mentioned herein.

Snow piles/banks shall not be placed in such a manner as to block the view from a standard vehicle or block any parking space(s). Snow piles/banks shall not be placed in areas specifically designated as no dumping areas in map figures [See Attachment C]. Snow placement areas shall be coordinated with the Facility Manager or designee.

Snow will be pushed as far away from designated parking lanes and areas as possible without impeding on designated no-dumping areas.

After the plowing/removal of snow and/or ice, rock salt or approved equal shall be effectively applied to all parking areas, parking lots, driveways and sidewalks with the intent to prevent the build-up of snow/ice and thereby reduce the risk of all accidents. Only non-corrosive treatments (rock salt or approved equal) shall be approved by NYSDOH for use on building entrance steps/stairways, sidewalks, brick paved areas and all surfaces adjacent to and within 25 feet leading up to building entrances. Contractor shall supply all materials, including salt as needed. All such materials shall only be used after receiving approval from the Facility manager or designee. Based on a variety of environmental conditions, Contractor understands that the actual quantities of salt needed per application may vary for each snow/ice event.

All snow must be cleared from the length of any municipal sidewalk(s) for which that site is responsible, as per local municipal regulations. No sidewalks shall be blocked by snow banks. Any fines, penalties, or assessments resulting from failure to clear municipal sidewalks as required by local law shall be charged to the Contractor.

Snow plowing equipment must not contain any metal tracks, tires, or studs, which may cause damage to paved surfaces and sidewalks.

Salt shall be used interchangeably with "rock salt" and "treatment". It is expected that the contractor shall use rock salt or an approved equivalent when treating lots, walkways and sidewalks. In extreme temperature situations, treatments other than salt may be employed, but only after consultation with the Facility Manager.

Contractor shall provide snow plowing service for snow levels of two (2) inches or more for the entirety of the season. Snow level at both facilities must be maintained below two (2) inches at all times during a snow event.

Pretreatment will occur as conditions dictate. Pretreatment is the use of salt or approved equivalent on sidewalks and paved surfaces in anticipation of forecasted snowfall or icy conditions.

Contractor shall provide pre-treatment and snow/ice removal services for all pedestrian walkways on the facility premises, including the pedestrian walkway on New Scotland Avenue which runs adjacent to the facility [See Attachment C].

For the David Axelrod Institute only:

Contractor shall remove areas of accumulated snow from the facility premises up to two (2) times per season. Each instance of snow removal/relocation is expected to remove up to 18 cubic yards of snow from the DAI premises. Contractor shall consult with the Facility Manager or designee to coordinate the timing of bulk snow removal.

4.1 Mandatory Site Visit

Bidders intending to submit a bid will be required to attend a mandatory site visit which will provide an opportunity to see firsthand the tasks to be performed and the special needs of both facilities. The schedule for the Mandatory Site Visit is shown in the Calendar of Events. All bidders must call the Wadsworth Center's Contract Unit between 7:00am and 4:00pm, Monday through Friday at (518) 402-5721 or (518) 474-7882 to confirm their intent to participate by April 16, 2019 or email at cynthia.skumin@health.ny.gov. An approximate itinerary for the site visit will be provided at that time. Any bids received from vendors who have not toured both sites will be rejected and not eligible for award.

Questions posed during the Mandatory Site Visit will be announced and answered for all attending to hear. Questions raised and verbal responses provided during the Mandatory Site Visit will be incorporated into the Department's official response to questions (both written and Mandatory Site Visit questions) to be posted to the Department's website for this IFB, on or about the date specified in the Calendar of Events. Vendors should clearly understand that the only official answers or positions of the Department are those stated in writing and posted on the Department's website for this IFB. Verbal responses provided during the Mandatory Site Visit (or at any other time) do not represent the official answer or position of the Department and the Department shall not be bound in any way by any such verbal answer.

4.2 Security Requirements

Please note that both 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.

4.3 Reporting Requirements

Bi-weekly activity reports shall be sent to the Facility Manager (or designee) and the Plant Supervisors at both DAI and Griffin Lab. Bi-weekly reports must include all dates and times the contractor was on site, as well as a detailed accounting of all activities performed while on-site (salting and/or plowing). In the event no snow/ice removal or treatment is performed in a reporting period, a bi-weekly activities report must still be submitted indicating that no activities were performed. Wadsworth Center will be responsible for logging contractor activity, including start and finish times, to verify the accuracy of the contractor's bi-weekly reports. Bi-weekly reports are mandatory from November 1st through April 30th of each contracted year as applicable. Reports must also be submitted any time contract services are performed outside of the designated winter weather months.

Any damage caused to facility buildings, grounds, or personal property (e.g., personal automobiles) by contracted staff while on-site for contract-related activities must be reported to the Wadsworth Center in an incident report. All accidents and contractor personnel misconduct must also be reported via an incident report. All incident reports must be submitted to Wadsworth Center Security for logging and response. During the term of the contract resulting from this IFB, the Contractor shall designate an official contact or representative to whom the State will direct all communication. Upon award of the contract and prior to the start of any work, the Contractor shall be available for an initial job meeting with the Facility Manager or designee. This meeting shall include:

- a) The Contractor's submission of a schedule of work to be reviewed and approved by the Facility Manager.
- b) A review of all facility use rules.
- c) An introduction for each respective site, chain of command, etc.

Monthly meetings may be scheduled at the discretion of the Facility Manager or designee for the following purposes:

- a) Identify and resolve problems, which impede planned progress.
- b) Maintain a sound working relationship between the Contractor and the Facility Manager and facility staff, and a mutual understanding of the contract.
- c) Maintain sound working procedures and update security/safety protocol as needed.

4.4 Damage Remediation Requirements

The Facility Manager or designee can direct the Contractor and the Contractor where practicable will immediately repair any damage resulting from the Contractor's operations. The restoration of seeded and landscaped areas may require further attention beyond June 1st.

Between May 1st and June 1st of each contract year, the Wadsworth Center will perform an assessment of the David Axelrod Institute and Griffin Laboratory to determine all damages incurred by the Contractor during the snow and/or ice removal and treatment services during the previous winter season for which corrections (remediations) were not made.

Contractor shall be liable for any repairs to the site caused by any snow or ice removal services, including but not limited to lawn and landscaped areas, parking facilities or pedestrian areas. Such repairs shall be completed and approved by the Facility Manager prior to submission of the season's final invoice.

4.5 Prevailing Wage Rate Advisory Notice

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.

Contractors should use the prevailing wage rate for janitor title for any manual snow removal/treatment work performed on sidewalks and within. New York State Department of Labor Prevailing Rate Case (PRC) # 2018900421 provides the prevailing wage schedule for an Article 9 public work project to be used for this contract. There is no prevailing wage rate requirement for any other tasks associated with this contract.

5. ADMINISTRATIVE INFORMATION

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

5.1. Restricted Period

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

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

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

5.2. Questions

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

5.3. Right to Modify IFB

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

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

If the bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this IFB, the Bidder shall immediately notify DOH of such error in writing at cynthia.skumin@health.ny.gov and request clarification or modification of the document.

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

5.4. Payment

The contractor shall submit invoices and/or vouchers to the State's designated payment office. The Preferred Method is to Email a .pdf copy of your signed voucher to the BSC at: AccountsPayable@ogs.ny.gov with a subject field; Subject: Unit ID: 3450297 Contract #C032989

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.

The pricing for years four (4) and five (5) of the contract is subject to an annual increase or decrease of the lesser of three percent (3%) or the percent increase or decrease in the National Consumer Price Index for All Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics, Washington, D.C., 20212 for the 12-month period ending ninety (90) days prior to the renewal date for years four (4) and five of the contract.

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.

5.5. Minority & Woman-Owned Business Enterprise Requirements

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

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

Business Participation Opportunities for MWBEs

For purposes of this solicitation, DOH hereby establishes an overall goal of 30% for MWBE participation, 15% for Minority-Owned Business Enterprises (“MBE”) participation and 15% for Women-Owned Business Enterprises (“WBE”) (based on the current availability of qualified MBEs and WBEs and outreach efforts to certified MWBE firms). A contractor (“Contractor”) on the subject contract (“Contract”) must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that DOH may withhold payment pending receipt of the required MWBE documentation. For guidance on how DOH will determine “good faith efforts,” refer to 5 NYCRR §142.8.

The directory of New York State Certified MWBEs 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 strongly encouraged and all communication efforts and responses should be well documented.

By submitting a bid, a bidder agrees to complete an MWBE Utilization Plan ([Attachment 5](#), Form #1) of this IFB. DOH will review the submitted MWBE 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 of receipt. DOH may disqualify a Bidder as being non-responsive under the following circumstances:

- a) If a Bidder fails to submit a MWBE 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;

The Contractor will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE 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 MWBE goals of the Contract.

If the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding will constitute a breach of Contract and DOH may withhold payment from the Contractor as liquidated damages.

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

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 cynthia.skumin@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.)

5.6. Equal Employment Opportunity (EEO) Reporting

By submission of a bid in response to this solicitation, the Bidder agrees with all of the terms and conditions of Attachment M, Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. Additionally, the successful bidder will be required to certify they have an acceptable EEO (Equal Employment Opportunity) policy statement in accordance with Section III of Appendix M.

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 F, Form # 5), to DOH with their bid or proposal.

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

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

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agencies, from approving a contract awarded to an offerer meeting the registration requirements but who is not so registered in accordance with the law.

The successful Bidder must file a properly completed Form ST-220-CA with the Department of Health and Form ST-220-TD with the DTF. These requirements must be met before a contract may take effect. Further information can be found at the New York State Department of Taxation and Finance's website, available through this link: <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>.

Forms are available through these links:

- ST-220 CA: http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf
- ST-220 TD: http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf

5.8. Contract Insurance Requirements

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

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

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

ONE of the following forms as Workers' Compensation documentation:

5.8.1. Proof of Workers' Compensation Coverage:

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

5.8.2. Proof of Disability Benefits Coverage:

ONE of the following forms as Disability documentation:

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

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

5.9. Subcontracting

No subcontracting is allowed.

5.10. DOH's Reserved Rights

The Department of Health reserves the right to:

1. Reject any or all bids received in response to the IFB;
2. Withdraw the IFB at any time, at the agency's sole discretion;
3. Make an award under the IFB in whole or in part;
4. Disqualify any bidder whose conduct and/or bid fails to conform to the requirements of the IFB;
5. Seek clarifications and revisions of bids;
6. Use bid information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the IFB;
7. Prior to the bid opening, amend the IFB specifications to correct errors or oversights, or to supply additional information, as it becomes available;
8. Prior to the bid opening, direct bidders to submit bid modifications addressing subsequent IFB amendments;
9. Change any of the scheduled dates;
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
11. Waive any requirements that are not material;
12. Negotiate with the successful bidder within the scope of the IFB in the best interests of the state;
13. Conduct contract negotiations with the next responsible bidder, should the Department be unsuccessful in negotiating with the selected bidder;
14. Utilize any and all ideas submitted in the bids received;

15. Every offer shall be firm and not revocable for a period of three hundred and sixty-five days (365) from the bid opening, to the extent not inconsistent with section 2-205 of the uniform commercial code. Subsequent to such three hundred and sixty-five days (365), any offer is subject to withdrawal communicated in a writing signed by the bidder; and,
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a bidder's bid and/or to determine a bidder's compliance with the requirements of the solicitation.

5.11. Freedom of Information Law ("FOIL")

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

5.12. Lobbying

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

- a) making the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;
- b) requiring the above mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;
- c) requiring governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;
- d) authorizing the New York State Commission on Public Integrity, (now New York State Joint Commission on Public Ethics), to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;
- e) directing the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;
- f) requiring the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment; (Bidders responding to this IFB should submit a completed and signed Attachment G, "Prior Non-Responsibility Determination".)
- g) increasing the monetary threshold which triggers a lobbyist's obligations under the Lobbying Act from \$2,000 to \$5,000; and
- h) establishing the Advisory Council on Procurement Lobbying.

Subsequently, Chapter 14 of the Laws of 2007 amended the Lobbying Act of the Legislative Law, particularly as it related to specific aspects of procurements as follows: (i) prohibiting lobbyists from

entering into retainer agreements on the outcome of government grant making or other agreement involving public funding; and (ii) reporting lobbying efforts for grants, loans and other disbursements of public funds over \$15,000.

The most notable, however, was the increased penalties provided under Section 20 of Chapter 14 of the Laws of 2007, which replaced old penalty provisions and the addition of a suspension option for lobbyists engaged in repeated violations. Further amendments to the Lobbying Act were made in Chapter 4 of the Laws of 2010.

Questions regarding the registration and operation of the Lobbying Act should be directed to the New York State Joint Commission on Public Ethics.

5.13. State Finance Law Consultant Disclosure Provisions

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

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

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

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

5.14. Debriefing

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

5.15. Protest Procedures

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

5.16. Iran Divestment Act

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

During the term of the Contract, should DOH receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, DOH will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then DOH shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default. DOH reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

5.17. Piggybacking

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

5.18. Encouraging Use of New York Businesses in Contract Performance

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. All bidders should complete Attachment H, Encouraging Use of New York Businesses in Contract Performance, to indicate their intent to use/not use New York Businesses in the performance of this contract.

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

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

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

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

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

5.20. Vendor Assurance of No Conflict of Interest or Detrimental Effect

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

5.21. Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics. In accordance with Executive Order No. 177, the Offeror certifies that they do not have institutional policies or practices that fail to address those protected status under the Human Rights Law.

6. BID FORMAT AND CONTENT

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

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

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

6.1. Mandatory Bid Requirements

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

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

6.1.1 Minimum Qualifications to Bid

- The bidder must have a minimum of three (3) years commercial experience with Snow Plowing, Salting and Snow/Ice Removal Services.
 - The bidder must submit a narrative of how they meet the Minimum Qualification of three (3) years' experience. The narrative should not exceed five (5) single-spaced pages.
- The bidder must have provided similar services as outlined in the IFB to three (3) institutions during the past five (5) years.
 - Provide references from three (3) institutions for which services were provided within the last

five (5) years using Attachment 9 listed below.

- The bidder's office/facility that will service this contract shall be located in proximity to the facilities, such that the Bidder can respond on-site within one (1) hour if needed or requested by the Facility Manager or designee. Contractor must be prepared to provide necessary services at that time.
 - Bidder must verify proximity requirement indicated above.

6.1.2. Bid Form – Attachment B

Bidder must submit a completed and signed 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 may result in disqualification.

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

6.2. Other Bid Documents

6.2.1. Bidder's Disclosure of Prior Non-Responsibility Determinations

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

6.2.2. Vendor Responsibility Attestation

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

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

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

6.2.3. Conflict of Interest or Detrimental Effect

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

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

6.2.5. 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 you will use in the performance of the contract.

6.2.6. Freedom of Information Law – Bid Redactions

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

6.2.7. Bidder's Certified Statements

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

6.2.8. References

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

6.2.9.EO 177 Prohibiting Contracts with Entities that Support Discrimination

Submit [Attachment 11](#) certifying that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law

7. BID SUBMISSION

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

	Paper Submission
Bid Package	4 Originals 6 Copies

- 7.1.1. All hard copy bid materials should be printed on 8.5" x 11" white paper (single sided), be clearly page numbered on the bottom of each page with appropriate header and footer information and presented separately, in three-ring binders if necessary. A type size of eleven (11) points or larger should be used;
- 7.1.2. Where signatures are required, the bids designated as originals should have a handwritten signature and be signed in blue ink;
- 7.1.3. The NYSDOH discourages overly lengthy bids. Therefore, marketing brochures, user manuals or other materials, beyond that sufficient to present a complete bid, are not desired. Elaborate artwork or expensive paper is not necessary or desired. In order for the NYSDOH to evaluate bids fairly and completely, bids should follow the format described in this IFB and provide all requested information;
- 7.1.4. Audio and/or videotapes are not allowed. Any submitted audio or videotapes will be ignored by the evaluation team; and
- 7.1.5. In the event that a discrepancy is found between the electronic and hardcopy bid, the original hardcopy #1 will prevail.

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

Bids should be submitted in a clearly labeled package, prepared in accordance with the requirements stated in this IFB. Mark the outside envelope of bid as "IFB# 18219 **Snow Plowing and Snow/Ice Removal Services at The David Axelrod Institute and Griffin Laboratory – Attn: Cynthia Skumin**"

Bids 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:

New York State Department of Health
Wadsworth Center
Empire State Plaza, PO Box 509
Albany, NY 12201-0509
Attn: Cynthia Skumin
or by courier:

Biggs Laboratory
Wadsworth Center
NYS Department of Health
Dock J – P1 Level
Empire State Plaza
Albany, NY 12237
Attn: Cynthia Skumin

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

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

7.2. No Bid Form

Bidders choosing not to bid are requested to complete the No-Bid Form Attachment 2.

8. METHOD OF AWARD

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

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

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

8.1. General Information

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

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

8.2. Submission Review

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

8.3. Reference Checks

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

8.4. Award Recommendation

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

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

9. ATTACHMENTS

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

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

The following attachments are attached and included in this IFB.

- A. [Bid Package Checklist](#)
- B. [Bid Form](#)
- C. [Annotated Maps of Wadsworth Center Facilities](#)

ATTACHMENT A BID PACKAGE CHECKLIST

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

IFB # 18219– Snow Plowing and Snow/Ice Removal Services at The David Axelrod Institute and Griffin Laboratory		
FOR THE BID PACKAGE		
IFB §	CRITERIA	INCLUDED
§ 6.1	Mandatory Site Visit Requirements	<input type="checkbox"/>
§ 6.1.1	Minimum Qualifications to Bid Inclusive of Narrative/Proximity (Requirement)	<input type="checkbox"/>
§ 6.1.2	Attachment B Bid Form	<input type="checkbox"/>
§ 6.2.8	Attachment 9 - References	<input type="checkbox"/>
	FOR THE OTHER BID DOCUMENTS	
§ 6.2.1	Attachment 1- Bidder's Disclosure of Prior Non-Responsibility Determinations, completed and signed	<input type="checkbox"/>
§ 6.2.2	Attachment 3- Vendor Responsibility Attestation	<input type="checkbox"/>
§ 6.2.3	Attachment 4 – Vendor Assurance of No Conflict of Interest or Detrimental Effect	<input type="checkbox"/>
§ 6.2.4	Attachment 5 – M/WBE Forms	<input type="checkbox"/>
§ 6.2.5	Attachment 6 – Encouraging Use of New York Businesses	<input type="checkbox"/>
§ 6.2.7	Attachment 7 – Bidder's Certified Statements, completed and signed	<input type="checkbox"/>
§ 6.2.9	Attachment 11- Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination	<input type="checkbox"/>

**ATTACHMENT B
BID FORM**

**NEW YORK STATE DEPARTMENT OF HEALTH
BID FORM**

PROCUREMENT TITLE: **Snow Plowing and Snow/Ice Removal Services at The David Axelrod Institute and Griffin Laboratory**
IFB # 18219

Company/Firm Name: _____
Contact Name: _____ Title: _____
Telephone #: _____ Email address: _____
Signature: _____ Date: _____

Agrees to provide all necessary labor, supplies and equipment for work in accordance with this Invitation for Bid, for the prices bid below:

A. Base Bid: This bid proposal is a Monthly Bid for each month, for a (6) month period (annually) through the snow season beginning November 1st and ending April 30th. Each monthly base bid amount will include: Snow removal including but not limited to snow shoveling, snow blowing, snowplowing and salting. Snow and Ice removal as well as Salting Services and is not based on snowfall amounts or number of visits for services in any month. Bid price is inclusive of all overhead, wages, insurance and vehicular cost.

Month	Monthly Base Bid Amount for Year 1 thru 5
November	
December	
January	
February	
March	
April	

B. Price per Winter Event Before November 1st and after April 30th.

May 1st – October 31st	Bid Price per Snow/Ice Event between May 1st and October 31st for Year 1 thru 5
Price Per Event	

C. Snow Removal by the Cubic Yard estimated 36 cubic yards annually. Only applicable to The David Axelrod Institute.

Annual Snow Removal	Bid Price per Cubic Yard for Year 1 thru 5
Price Per Cubic Yard	

ATTACHMENT C ANNOTATED MAPS OF WADSWORTH CENTER FACILITIES

Map 1: David Axelrod Institute

120 New Scotland Avenue
Albany, NY 12208

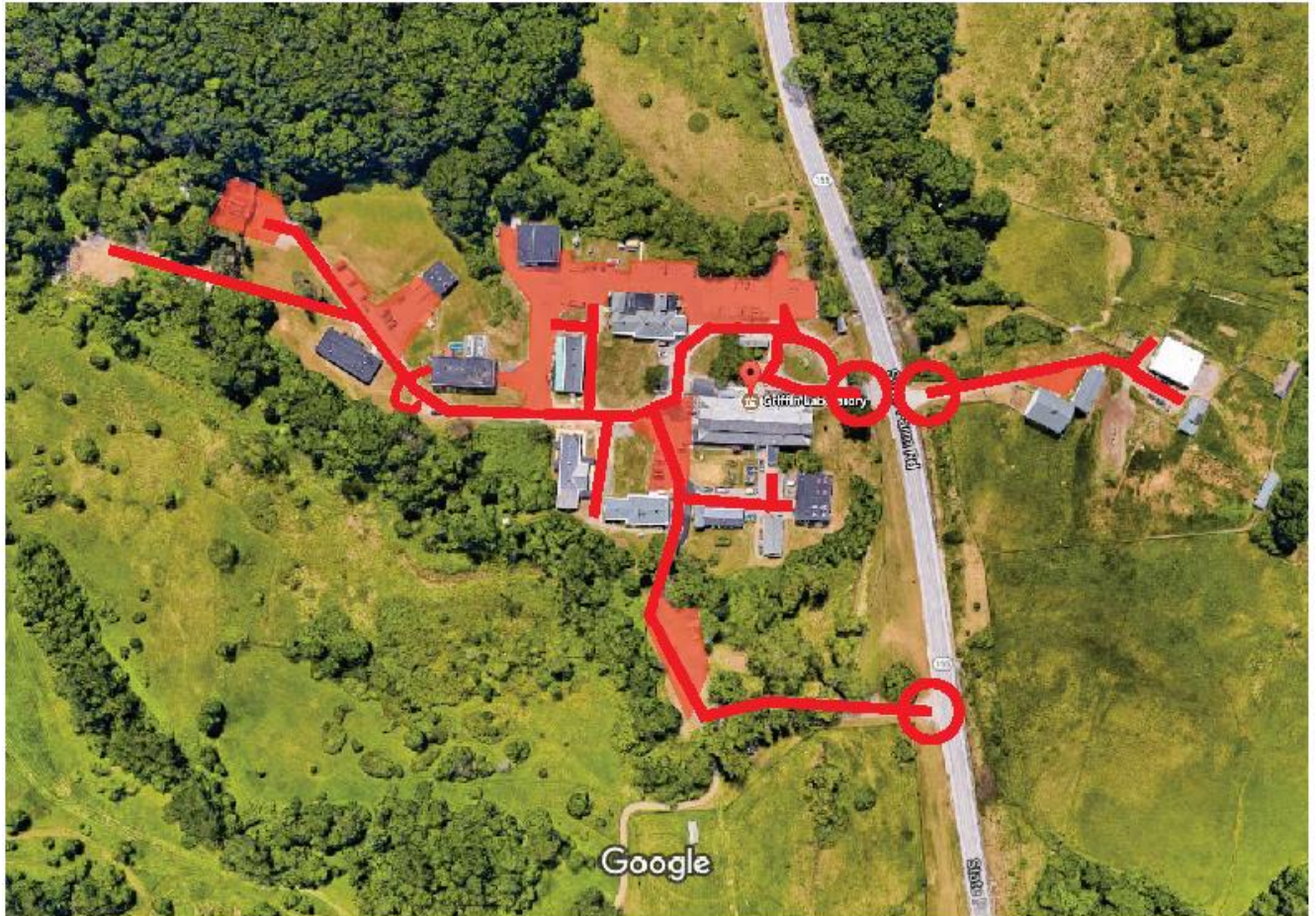
RED indicates parking areas and roads requiring snow/ice removal and treatment.
YELLOW indicates pedestrian walkways requiring snow/ice removal and treatment.
BLUE indicates area that must be kept clear of snow/ice at all times; snow cannot be moved to this area.



Map 2: Griffin Laboratory

5668 State Farm Rd
Slingerlands, NY 12159

Areas requiring snow removal indicated in **RED**.
Circled areas indicate entryways which must be kept clear at all times.



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