



Office of Information Technology Services

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Governor

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NYS Chief Information Officer

Competitive Procurement for: Invitation For Bid IFB C000833- HVAC Maintenance, Decommissioning, Removal & Replacement

NYS ITS Procurement Website: <http://www.its.ny.gov/competitive-procurement-opportunities>

DESIGNATED CONTACT FOR INQUIRIES AND SUBMISSIONS

IFB related questions must be submitted via email using the Bidders Questions Form (Attachment 3) to the designated contact for this IFB at its.sm.bestvalue@its.ny.gov

No other method of inquires will be accepted.

IMPORTANT NOTICE: A Restricted Period under the provisions of the State Finance Law relating to procurement lobbying is currently in effect for this Procurement and will remain in effect until State Comptroller approval of the Contracts resulting from this Invitation for Bid (IFB) or any cancellation of this procurement. During the Restricted Period of this Procurement, ALL communications must solely be directed, in writing, to the following individuals (Designated Contacts) and must be in compliance with the provisions of the State Finance Law relating to procurement lobbying and all other IFB instructions. Suggestions for the Procurement must only be made to the Designated Agency Contact. Other communications relating to the Procurement must be directed to the Designated Contact.

its.sm.bestvalue@its.ny.gov

ITS ADDRESS FOR BID DELIVERIES

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APPENDICES (Requires no action from Bidders at time of Bid submission)

- Appendix A – Standard Clauses for New York State Contracts
- Appendix B – Reserved
- Appendix C – ITS Standard Contract Clauses
- Appendix C-1 - Vendor's Insurance Requirements
- Appendix C-2 – ITS Equal Opportunity & Supplier Diversity
- Appendix D – Reserved
- Appendix E – Glossary of Terms

ATTACHMENTS (must be completed by Bidders and submitted with Bids)

- Attachment 1 – HVAC Bid Checklist
- Attachment 2 – Firm Offer Letter and COI Disclosure
- Attachment 3 – Bidder Questions and Extraneous Terms Form
- Attachment 4 – Confidentiality and Non-Disclosure Agreement
- Attachment 5 – FOIL and Litigation Disclosure
- Attachment 6 – Contractor Certification of Covered Agency, ST-220-CA
- Attachment 7 – Financial Bid Workbook
- Attachment 8 – Minimum Bidder Qualification
- Attachment 9 – Bidder and Subcontractor Customer References
- Attachment 10 – Key Personnel Minimum Requirements
- Attachment 11 – Affirmative Statements
- Attachment 12 – Prohibiting Contracting with Russia

EXHIBITS

- Exhibit A - HVAC Locations
- Exhibit B - HVAC System Specifications
- Exhibit C - HVAC Report for All Maintenance
- Exhibit D - Prevailing Wage Schedule

ITS Required Forms: <https://its.ny.gov/vendor-information>
MWBE & SDVOB Forms: <https://its.ny.gov/procurement>
Security Policies & Standards: <https://its.ny.gov/policies>

SECTION 1 - PROCUREMENT OVERVIEW

1.1. PURPOSE OF INVITATION FOR BIDS

The New York State Office of Information Technology Services (ITS) is issuing this Invitation for Bids (IFB), C000833, entitled “HVAC Maintenance, Decommissioning, Removal, & Replacement”, to procure a responsive and responsible Vendor for all HVAC Maintenance and Repair & Replacement Services. The Five (5) year contract resulting from this IFB will provide maintenance and repairs to multiple air conditioning (HVAC) systems located in various switch rooms and data centers across New York State, allowing for ITS to maintain an appropriate temperature within these facilities. There may be installation, decommissioning, removal, and replacement of systems depending on need, as determined by ITS. The following services shall be provided under the contract resulting from this IFB:

- Quarterly preventative maintenance, inspection, and servicing of HVAC systems.
- Installation of new HVAC systems to add, replace or upgrade aging or obsolete HVAC systems
- Maintenance and repair of HVAC systems to be available on a 24x7x365 basis
- Decommissioning, Removal and disposal of HVAC Systems

1.2. BACKGROUND (CURRENT STATE)

There are approximately sixty-nine (69) HVAC systems that support critical network infrastructure at locations across NYS. Many of the HVAC systems are very old and require quarterly preventative maintenance, repairs, and replacement of worn-out parts such as belts and filters. The current vendor responds to high temperature and leak alarms, providing supplemental cooling when needed, until repairs can be performed. The contract resulting from this IFB will be utilized by the ITS Enterprise Network Services (ENS) and ITS Data Center Services (DCO) units within ITS.

1.3. BUSINESS GOALS (FUTURE STATE)

This effort is to continue the existing support model with some enhancements to provide move flexibility and agility in response to issues.

ITS is requesting installation, maintenance, inspection, repair, and servicing of HVAC Systems on a quarterly schedule. Remedial maintenance will be required on a 24x7x365 basis. Replacement and/or upgrade of aging and obsolete HVAC Systems and the decommissioning, removal/disposal of HVAC Systems is required.

1.4. CALENDAR OF EVENTS

Calendar of Events	
Event	Date
1. IFB Release Date	Thursday, June 6 2024
2. Deadline for Submission of Vendor Questions	Thursday, June 18, 2024
3. Issuance of Response to Submitted Questions (anticipated date)	Thursday, June 25, 2024
4. BIDS DUE on or BEFORE DATE & TIME	Thursday, August 1, 2024 at 3:00pm

1.5. DEFINITIONS

Definitions for certain terms in this document, its appendices, and attachments, can be found in Appendix E – Glossary of Terms.

SECTION 2 – BIDDER REQUIREMENTS

Bidders must meet the minimum qualifications set forth herein and certify that the requirements have been met, using Attachment 8 - Minimum Bidder Qualifications. Failure to meet all the requirements in this section will result in the Bid being deemed non-responsive and eliminated from consideration.

2.1 MINIMUM BIDDER QUALIFICATIONS

At the time of bid submission, bidder must be registered with the NYS Department of State as an entity authorized to conduct business in New York State.

- Bidder must have a minimum of 5 years of experience in maintaining commercial HVAC Systems in the following areas:
 - Installation of new HVAC systems
 - Preventative quarterly maintenance, inspection, and servicing of all types of HVAC Systems.
 - Remedial Maintenance and support to be available on a 24x7x365 basis
 - Decommissioning, Removal, and disposal of HVAC Systems
 - Installation, replacement and/or upgrade of HVAC Systems
- Bidders must supply references using Attachment 9 – Customer References for Bidder and any Subcontractor(s)
- All HVAC personnel must meet the requirements as stated in Section 3.3 Key Personnel Rolls and Requirements.

2.2 FUCTIONAL REQUIREMENTS

2.2.1 Key Service Elements

ITS and its customers rely on these services to maintain and repair HVAC systems owned and managed by NYSITS. The Contractor must commit to and meet or exceed the Service Level Requirements (SLRs) defined in Section 3 of this IFB, for all customer locations. The Contractor and/or the Subcontractor(s) represent ITS when interacting with ITS customers and is always required to present themselves in a professional manner.

- Contractor is responsible for accurately completing monthly reports in the format outlined in Section 3.2.9
- Contractor is responsible for installing, repairing or replacing items as outlined in Section 3 Service Requirements.
- Contractor is responsible for completing maintenance and verifying all systems are operational to industry standard.
- ITS reserves the rights to change processes and procedures based on ITS needs to support agency customers during the term of the contract.

2.2.2 Subcontractors

The Contractor may use subcontractors for all, or part of the HVAC services procured under this Contract. The Contractor may not replace a subcontractor without written approval from ITS. The Vendor must provide the details of potential replacements with equal or better qualifications for ITS review and approval within seven (7) business days, or as otherwise agreed to by ITS. ITS reserves the right to reject any proposed subcontractor if it is determined that the subcontractor is not qualified, responsive, and responsible. All such subcontracting relationships between the Contractor and its subcontractors to perform the services within this IFB, must be memorialized by written agreement. The details on how to request subcontractor approval from ITS, will be supplied at the time of the contract award.

SECTION 3 – SERVICE REQUIREMENTS

This Section describes the repair and preventive maintenance services for HVAC equipment. The selected Bidder must be able to provide all of these services throughout the contract term. All maintenance will be completed by qualified, trained/certified HVAC technicians.

3.1 EXAMINATION OF EXISTING HVAC SYSTEMS

3.1.2 List of Equipment to be Serviced

The specifications of the HVAC Systems to be serviced can be found in Exhibit B - HVAC System Specifications. The contractor shall be responsible for all parts and components, not specifically listed, that are supplemental to and apart of the operation of the overall HVAC system for each location.

3.2 SERVICE LOCATIONS & EXPECTATIONS

The locations of HVAC Systems to be serviced can be found in Exhibit A - HVAC Systems Locations. The selected Contractor shall be available to maintain and repair the HVAC Systems on a 24x7x365 basis, including all Holidays. Contractor shall provide the Services as outlined below.

3.2.1 Preventative Maintenance

The contractor shall provide and execute a Quarterly Preventative Maintenance Plan (QPMP) that is complete in every aspect to ensure that all HVAC Systems are in optimal working condition according to industry standards and manufacturer specifications. Details of service required by the equipment manufacturer, but not explicitly stated in this IFB, and deemed to be understood by the contractor, is to be included in the services provided by the contractor. Each HVAC System shall be examined, and the PM on the Systems performed once per quarter.

The Contractor will give ITS a minimum of fourteen (14) days' notice when scheduling quarterly preventative maintenance (PM) work. The complete process for scheduling of PMs will be provided to the winning bidder. The Contractor will provide ITS with a completed HVAC Report for all Maintenance (see EXHIBIT C and Section 3.2.9 Reporting Requirements for Quarterly Preventative Maintenance and All HVAC Projects) documenting the status of each system, at the completion of each PM service.

PM shall be performed so that there is no disruption of service and shall be performed primarily during normal business hours (7:00am – 6:00pm) according to a schedule which is acceptable to ITS and its customers. Contractor shall inform ITS immediately upon discovering any deficiencies or problems which require immediate attention. Invoices must be submitted within 30 days of PM completion of repairs and maintenance.

3.2.2 Required Quarterly Inspections and Repair

The Contractor, at a minimum, will provide quarterly PM inspections of each HVAC System, commencing within thirty (30) days of OSC approval of the Contract resulting from this IFB. Upon approval, all PMs must be completed within 1 month of the beginning of the quarter to ensure all PMs are completed timely. Quarterly inspections shall include all items listed below, but not limited to this list, along with repair and/or replacement of parts and/or components at no additional cost, consistent with the manufacturer's specifications or maintenance guides for the relevant HVAC System (See Section 3.2.3 Parts and Components not covered):

- Complete all necessary adjustments.
- Complete oiling and greasing of all applicable parts, including, but not limited to, bearings, motors, fans, pumps and damper linkage.
- Inspect Systems for leaks on equipment or piping/tubing.
- Check expansion valves settings.
- Check controls and contact points as required.

- Adjust and/or replace all belts as required by wear conditions or per manufacturer specifications at minimum every other PM (every 6 months) starting with the 1st quarter of this contract unless as required by wear conditions or per manufacturer specifications.
- Clean and adjust evaporative condensers, spray nozzles, drain screen pans, humidification control equipment and pans, condensate pumps and drain lines etc., or cooling tower, whichever is applicable.
- Inspect and clean condensing systems with chemical cleaning to be performed as required. Particular attention shall be focused on the condenser during the Spring and early Summer months.
- Check for proper use of water treatment. Bidder is not responsible for chilled water supply problems but shall identify conditions detrimental to HVAC System operation.
- Check operating pressures of compressors and oil in crankcase, fill or top off as needed.
- Inspect and replace filters no less than every quarter, unless washable, or required by manufacturer specifications. Replacement filters must be rated at MERV 7 - 8 and be marked with the date of installation.
- Check operating current of compressor and maintain quarterly log of measured amperage on the compressor at each site.
- Deficiency notifications should be submitted immediately upon completion of the inspection as outlined in Section 3.2.1. Preventative Maintenance.

The HVAC Technician will completely fill out the HVAC Report for all Maintenance (Exhibit C) for each quarterly preventative maintenance visit. All reports will be submitted electronically at one time quarterly to the ITS. (ITS will provide this process information to the awarded vendor).

3.2.3. Parts and Components not covered

All quarterly PM parts and/or components are subject to repair or replacement, at no extra cost under the Contract with the exception of, but not limited to:

- compressors
- condenser coils
- evaporator coils
- major control boards
- fan motors
- refrigerants over 25 lbs.

All repairs not covered, above the contractors will provide a quote to ITS within 24 hours, for the parts, labor, and apply the percent for parts mark-up bid. The estimated cost of the parts and repair has to be approved by ITS before the contractor can begin the work. Parts that are included in the Preventative Maintenance cannot be included in this process. All warranty information will be supplied to ITS for all related systems, parts and work completed for this contract.

3.2.4. Inventory of (on hand) Spare Parts

The contractor shall maintain an inventory of all essential spare parts for quarterly PMs. All equipment inventories, maintenance schedules and parts inventories are subject to the approval of NYS ITS.

3.2.5. All Material and Equipment Furnished Shall be in New Condition

When Contractor repairs, replaces, or substitutes parts or components under the Contract, the repaired, replaced, or substituted parts or components shall be subject to all terms and conditions for new parts and components set forth in the Contract. Replaced or repaired components or parts shall be new, and if available, be replaced by the original manufacturer's component or part. Remanufactured parts or components meeting new product standards may be permitted with prior notification by the Contractor and approved by ITS. The remanufactured part or component shall be of equal or better quality than the original part or component being replaced.

3.2.6. Emergency and Remedial Maintenance

Emergency and/or Remedial Maintenance must be available 24x7x365 and shall be performed upon notification to the Contractor that a HVAC System is inoperable or unsuitable for use. Contractor shall respond on-site to an outage or service notification within four (4) hours of the issue being reported. This includes travel time.

3.2.7. Decommissioning and Removal of HVAC Systems

ITS may request the decommissioning and/or removal of HVAC Systems from locations owned by the State. Decommissioning shall include the disposal of materials in accordance with applicable environmental laws, rules, and regulations (see Stationary Refrigeration and Air Conditioning | US EPA, <https://www.dec.ny.gov/index.html>, and /or Refrigerant Management | Office of General Services (ny.gov)). In the event that ITS elects to have HVAC Systems decommissioned and/or removed from a location, ITS will submit a Service Request to the Contractor, soliciting a quote for such services.

Upon receiving a Service Request, Contractor shall prepare and provide a quote to ITS for the decommissioning and/or removal of the HVAC System, on a Time and Material (T&M) basis using the labor rates provided for normal business hours, in Attachment 7 – Financial Bid Workbook, unless otherwise directed by ITS. Contractor shall itemize all labor costs, materials with actual cost to the contractor plus the percent markup on parts as originally bid, and any removal and/or disposal costs should be actual costs to the contractor with no mark up. ITS reserves the right to compare the Contractor's quoted rates against the market. ITS also reserves the right to approve or reject the number of hours estimated and total cost to complete the work involved and request a more appropriate estimate.

The contractor shall coordinate the **decommissioning** of the HVAC System which includes but is not limited to:

- Removing a system from an environment that no longer requires HVAC however leaving the system in place for future use.
- Disconnect power as needed;
- Disconnect chilled water system;
- Draining any fluids that could leak or create a safety issue;
- Ensure proper permits (e.g., construction permits) are secured;
- Inspect the work to ensure adherence to the requirements set forth in this solicitation.

The contractor shall coordinate the **removal** of the HVAC System which includes but is not limited to:

- Disconnect power as needed;
- Disconnect chilled water system;
- Draining any fluids/chemicals;
- Dismantling, removing, and disposing of all system parts i.e. air handler, ductwork, condensers, piping, electrical, fluids etc.
- Restoring ceiling to previous condition;
- Restoring floor to previous condition;
- Patching interior and exterior holes in walls and floors to ensure no leaks;
- Coordinating with Building managers, superintendents, maintenance staff to coordinate removal;
- Ensure proper permits (e.g., construction permits) are secured;
- Inspect the work to ensure adherence to the requirements set forth in this solicitation.

The work will be inspected by ITS and building managers. Work performed is to be documented with the Exhibit C HVAC Report for All Maintenance with the appropriate system information. Once the decommissioning, removal and/or replacement, start up, and work related to the surrounding area has been completed, approved, and documented as completed, the invoice and report submission process will be identified to the awarded vendor. Please see the additional details in Section 3.2.9 and Section 4.2 Method of Payment.

Please note, Asbestos Abatement will not be included in the scope of this contract.

The decommissioned & removed HVAC System is to be removed from the quarterly inspection/preventative maintenance plan and the PM fee will no longer be paid to the contractor by ITS and shall be removed from the quarterly billing. All warranty information will be supplied to ITS for all systems and work completed for this contract.

3.2.8. System Replacement and Start-up of HVAC Systems

ITS may request the replacement and start-up of HVAC Systems in locations throughout the State. Any new systems that are installed must meet industry standards and manufacturer specifications in accordance with applicable environmental laws, rules, and regulations (see [Stationary Refrigeration and Air Conditioning | US EPA](#), <https://www.dec.ny.gov/index.html>, and /or [Refrigerant Management | Office of General Services \(ny.gov\)](#)). In the event that ITS elects to have HVAC Systems replaced and started in a location, ITS will submit a Service Request to the Contractor, soliciting a quote for such services.

Upon receiving a Service Request, Contractor shall prepare and provide a quote to ITS for the replacement and start-up of the HVAC System, on a Time and Material (T&M) basis using the labor rates provided for normal business hours, in Attachment 7 – Financial Bid Workbook, unless otherwise directed by ITS. Contractor shall itemize all labor costs, materials with actual cost to the contractor plus the percent markup on parts as originally bid, and any removal /disposal costs shall be actual costs to the contractor with no markup.

ITS reserves the right to competitively compare the Contractor's quoted rates against the market. ITS also reserves the right to approve or reject the number of hours estimated to complete the work involved and request a more appropriate estimate.

The contractor shall coordinate the system **replacement** of the HVAC System which includes but is not limited to:

- Provide and install a new HVAC system
- Provide and install power;
- Provide and install condenser;
- Provide and install pumps;
- Make connections to existing infrastructure i.e. chilled water, ductwork electrical etc;
- Coordinating with Building managers, superintendents, maintenance staff to coordinate delivery and installation;
- Providing turnkey solution;
- Ensuring all applicable building codes and industry standards are adhered to;
- Ensure proper permits (e.g., construction permits) are secured;
- Inspect the work to ensure adherence to the requirements set forth in this solicitation.

The work will be inspected by the ITS and building managers and the work is to be documented with the Exhibit C - HVAC Report for All Maintenance with the appropriate system information. Once the decommissioning, removal/replacement, start up and work related to the surrounding area has been completed, tested, approved, and documented as completed, the invoice and report the invoice and report submission process will be identified to the awarded vendor. Please see additional information outlined in Section 3.2.9. and Section 4.2 Method of Payment.

Please note, Asbestos Abatement will not be included in the scope of this contract.

Any HVAC decommissioned systems should be removed from the maintenance contract. The newly installed HVAC System is to be added to the inspection/preventative maintenance plan after the first quarterly maintenance cycle. All warranty information will be supplied to ITS for all systems and work completed for this contract.

3.2.9. Reporting Requirements for Quarterly Preventative Maintenance And all HVAC Projects

The contractor shall submit the HVAC Report for All Maintenance (Exhibit C) to ITS at the conclusion of all PMs and accompanying the coinciding invoice(s). A checklist will need to be completed for each system which then be left with the system as an inspection record.

Any Deficiencies found during the quarterly PM process will be reported immediately to ITS via email (The notification process will be supplied to the winning bidder) notification and verbal communication. A formal quote will be provided to ITS for repair within 24 hours of a deficiency notification.

Quarterly Maintenance Reports: Quarterly reports (Exhibit C HVAC Report for All Maintenance) and Invoices must be submitted within 30 day of PM completion. The report for each system should be submitted immediately upon completion of **all** quarterly PMs on this contract. All reports must be submitted to ITS in one submission. ITS will provide the submission information and process to the winning bidder.

Decommissioning, Removal, & Replacement Reports (Exhibit C HVAC Report for All Maintenance) are due with the invoice within 30 days of the completion of the project.

All maintenance reports and quotes shall be submitted electronically to ITS, by email. The Email address will be supplied to the winning bidder.

ITS shall notify the Contractor of any changes to email addresses with ten (10) days advanced notice. In turn, the Contractor will notify ITS if any changes to their contact or contact email with ten (10) days advance notice.

3.2.10. Normal Temperature Range

The normal temperature range of an ITS Facility shall remain between 70°- and 80°-degrees Fahrenheit at all times depending on the location. Contractor shall ensure that the normal temperature in ITS Facilities remains within the normal operating temperature range. If Contractor is not able to readily repair a defective HVAC System, Contractor shall provide portable cooling equipment at no additional cost to ITS to maintain the equipment room temperature until the defective HVAC System can be repaired.

3.2.11. Contractor's Service Center, Incident Reporting, & Escalation

The contractor shall maintain 24x7x365 Service Center, for incident reporting of HVAC Systems, and provide a toll-free telephone number and email address for incident reporting and escalation.

The contractor must establish and provide a detailed internal escalation list, enabling ITS management to raise concerns related to delivery of services. This should include designated contacts and levels of management to be contacted to correct and resolve such matters 24 x 7. The contractor must maintain and provide escalation lists for all subcontractors used to fulfill the requirements of this contract.

The escalation list shall include, at a minimum, the following information: contact names, titles and telephone numbers of Contractor's operational support and management personnel. Such list may be updated by ITS with ten (10) days advanced notice to the Contractor.

ITS shall provide the contractor with the ITS Contact List upon finalization of the contract.

3.2.12. Incident Prioritization

Incident or deficiency reports shall be prioritized, and incidents and deficiencies shall be updated according to the following parameters:

- **High Priority Problem:** Any system failure resulting in an increase in facility ambient temperature that exceeds the upper limit by five (5°) degrees Fahrenheit or any environmental condition that threatens the safe efficient operation of the equipment.
- **Low Priority Problem:** A system failure that does not impact the operation of the equipment.

In the event that a “High Priority Problem” occurs, Contractor shall notify the ITS Data Center Command Center for problems with a data center and shall notify the ITS Network Operations Center (NOC), and at a minimum, shall provide updates every hour to ITS.

In the event that a “Low Priority Problem” occurs, Contractor shall notify the ITS Data Center Command Center for problems with a data center and shall notify the ITS NOC, and at a minimum, shall provide updates every four (4) hours to ITS. The contact information for the ITS Data Center Command Center and NOC will be provided to the winning bidder.

3.2.13. Response Times and Service Credits

The contractor shall respond on-site and commence analysis and repair procedures within four (4) hours of a reported incident. In the event the Contractor fails to respond to an incident within four (4) hours of notification, the quarterly maintenance fee for the affected location(s) shall be reduced by the applicable Chargebacks(s) set forth in Section 3.2.15.

3.2.14. Reliability Requirements, Quality of Service and Service Credits

Service for maintenance and repair to HVAC Systems shall be managed by the contractor to assure minimal interruption of ITS operations as determined by ITS. In addition to the “Failure to Respond to Outage” (see Section 3.2.16. Service Credits for Failure to Respond to Outages) provisions defined, restoration of the HVAC Systems will be performed in a timely and efficient manner.

The contractor shall be responsible for correcting all HVAC System failures. In the event that the contractor identifies a HVAC System failure, the contractor shall immediately notify the appropriate ITS designees, work with other ITS contractors (if applicable), and any other ITS staff or customers to resolve the outages within the downtime limitations.

Malfunctions which cannot be immediately diagnosed and pinpointed to a certain HVAC System, part, component, or other item of equipment, may require the participation of various service providers until responsibility for the problem is established. The involvement of other service providers does not relieve Contractor of the obligation to restore operability with the least impact on the availability of service. ITS reserves the right to determine such matters after the fact and validate charges and/or maintenance credits as applicable.

An incident or deficiency is defined as closed only when service is confirmed to be restored by an ITS representative and such notice is communicated to the Contractor.

For each outage exceeding eight hours in duration, the quarterly maintenance fee for the affected location(s) shall be reduced by the applicable Service Credit(s) for Downtime Due to Outages set forth in Section 3.2.17.

3.2.15. Chargebacks

In the event Contractor fails to meet Response Times and Service Credits as set forth in Section 3.2.13, the quarterly maintenance fee shall be reduced by the applicable Service Credits set forth below.

Chargebacks, in the form of a credit against the quarterly service rate, will be assessed if HVAC System reliability or quality of service is not maintained (“outage”). Credits to quarterly invoices will amount to a percentage of the service cost of the affected location, adjusted upward to the nearest hour. Downtime for each outage incident shall commence from the time the incident is reported to the Contractor and shall terminate when the incident or deficiency is closed, the service is returned to full operation and reported to ITS. Travel time shall be included in the downtime calculation.

3.2.16. Service Credits for Failure to Respond to Outages

Contractor’s failure to respond to an incident in accordance with the response timeframe set forth in Section 3.2.15 Chargebacks shall result in the following service credits per incident:

Service Credits for Failure to Respond to Outages	
In excess of 4 hours, but less than 4½ hours	5% of the Quarterly Service Rate*
In excess of 4½ hours, but less than 5 hours	10% of the Quarterly Service Rate*
In excess of 5 hours, but less than 8 hours	15% of the Quarterly Service Rate*
In excess of 8 hours	33% of the Quarterly Service Rate*
* ITS, at its sole discretion, may waive any service credits based upon precipitating events such as: catastrophic failure, multiple simultaneous failures and/or Contractor’s best effort to sustain/restore service. Quarterly Service Rate is defined to include the aggregate quarterly billings for all sites affected by the outage. Any partial hours will be rounded up to the next full hour.	

3.2.17. Service Credits for Downtime Due to Outages

Contractor’s failure to restore service for an incident in accordance with the response times set forth in Section 3.2.13 Response Times and Service Credits may result in the following service credits per incident:

Service Credits for Downtime due to Outages		
Service	Allowance for Time-to-Restore**	Credit per Outage*
Each equipment room location	Under 8 hours	0% of the Quarterly Service Rate*
	8 hours to less than 12 hours	25% of the Quarterly Service Rate*
	12 hours to less than 16 hours	50% of the Quarterly Service Rate*
	16 hours to less than 24 hours	75% of the Quarterly Service Rate*
	24 hours or greater	100% of the Quarterly Service Rate*
*ITS, at its sole discretion, may waive any service credits based upon precipitating events such as: catastrophic failure, multiple simultaneous failures and/or Contractor’s best effort to sustain/restore service. Quarterly Service Rate is defined to include the aggregate quarterly billings for all sites affected by the outage. Any partial hours will be rounded up to the next full hour.		

3.3 KEY PERSONNEL ROLES AND REQUIREMENTS

ITS requires that the following positions be designated as Key Personnel. Key Personnel are considered essential to the Contractor’s ability to provide the services required under this IFB successfully and must be reviewed and approved by ITS. The Contractor must ensure the continued availability of Key Personnel for the duration of the contract and shall not choose to replace Key Personnel without the prior written approval from ITS. The contractor must provide the details of potential replacements with equal or better qualifications for ITS review, selection, and approval within seven (7) business days, or as otherwise agreed to by ITS. Resumés for Key Personnel may be requested from the Bidder upon notification of tentative award and during the contract.

For Each HVAC Technician proposed, an Attachment - 10 Key Personnel Minimum Requirements, must be completed with details regarding how they meet the below requirements.

3.3.1. HVAC Personnel

HVAC Personnel will perform all of the duties described in Section 3 Service Requirements. Contractors must provide enough HVAC personnel to cover all locations as stated in Exhibit A HVAC System Locations to cover regular maintenance and emergency.

All hired HVAC Personnel are required to have the following:

- HVAC Technicians must have 5 years of experience in maintenance and for repair of HVAC Systems
- HVAC Personnel must be HVAC and OSHA trained/certified

For evaluation purposes, the title HVAC Personnel is being used to encompass all titles. Please note that prevailing wage applies to all HVAC Personnel proposed. The Bidder is responsible for determining and paying an hourly rate that is equal to or higher than the prevailing wage for Sheetmetal Worker, Plumber and Electrician. Please Note PRC# 2023011017 – HVAC Maintenance has been assigned for the purposes of this solicitation and any resultant contract.

3.3.2. Contractor's Point of Contact

The Contractor's Point of Contact shall be responsible for coordinating incident isolation and repair efforts. The point of contact shall be responsible for escalating all incidents not resolved in the required time frames. The point of contact shall stay actively involved with the incident resolution process from start to completion. Contractor shall, at a minimum, be responsible for each of the following:

- Responsible for managing the contractual relationship with the ITS manager
- Oversight of the delivery of services
- Serve as the single point of contact (SPOC) for the Contractor
- Centralizing incident reporting and dispatch
- Working cooperatively with other Vendors and State designated representatives to resolve problems
- Maintaining audit trails of incident resolution activities
- Responding to inquiries on incident resolution status
- Providing incident escalation for normal and emergency events
- Monitoring incident report management and escalation procedures
- Must be available 24 X 7 X 365 by phone or email.
- Provide updates on all requests and incidents as requested

3.3.3. Transition Requirements

Upon completion of the contract resulting from this IFB, the contractor agrees to provide a transition plan that includes 30 days of knowledge transfer experience to ITS employees and or ITS' designee.

SECTION 4 - ADMINISTRATIVE REQUIREMENTS AND INFORMATION

4.1 PRICE

The Bid amounts shall be inclusive of ANY AND ALL one-time and recurring fees, charges or costs for the duration of the Contract, including but not limited to direct and indirect costs, administrative costs, reporting or other requirements, overhead, fees, profit, travel, parking fees, equipment usage, postage and any other ancillary fees and related costs. Bidder must submit pricing using the Attachment 7- Financial Bid Workbook. Any changes made to the Financial Bid Workbook may result in rejection of the bid. Bidder must provide pricing for all items on the Financial Bid workbook. Pricing will be firm for the term of the contract regardless of actual usage. Travel to and from the work location where services are performed is included in the pricing proposed on the Financial Bid Workbook. See Section 6.5 for Financial Bid requirements.

4.2 METHOD OF PAYMENT

All invoices, including HVAC Report for All Maintenance are to be submitted for payment to the Office of General Services Business Services Center at the following address:

AccountsPayable@ogs.ny.gov (strongly preferred)
The OGS Business Service Center Accounts Payable
1120 Washington Ave
Building 5, Floor 5
Albany, NY 12226-4272

Invoices shall be submitted monthly, commencing one month after services are rendered and by the 15th of the month. Invoices for quarterly PM must be submitted within 30 day of PM completion. The PM report should be submitted immediately upon completion of all quarterly PMs. See Section 3.2.9 Reporting Requirements for Quarterly Preventative Maintenance and all HVAC Projects.

Invoices will be processed in accordance with established procedures of ITS and the Office of the State Comptroller (OSC) and payments will be subject to the prompt payment provisions of Article XI-A of the New York State Finance Law. Each invoice must contain the Contract ID number (i.e.: C000833).

Invoices without the above stated information will be returned to Vendor to be completed. Payment will not be due or owing until a corrected invoice is received and approved by ITS.

4.3 TERM OF CONTRACT

This contract will commence upon OSC approval and will be in effect for five (5) years.

The State of New York retains the right to cancel this contract for convenience, provided that the Vendor is given at least Sixty (60) days written notice of ITS' intent to cancel. Any cancellation by ITS under this section shall in no event constitute or be deemed a breach of any contract resulting from this IFB and no liability shall be incurred by or arise against ITS, its agents and employees therefore for lost profits or any other damages resulting there from. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work but is supplementary to that provision.

Extensions

At the State's option, and subject to the approval of OSC, the Contract may be extended for one year. Contractor shall retain the right to decline a Contract extension offered under this section. Any Contract extension will be under the same terms and conditions, subject to any additional applicable statutory and policy requirements.

Short Term Extension

This section shall apply in addition to any rights set forth in the Extensions Clause. In the event a replacement Contract has not been issued, any Contract let and awarded hereunder by the State may be extended unilaterally by the State for an additional period of up to 90 calendar days upon notice to the Contractor with the same terms and conditions as the original Contract and any approved modifications. With the concurrence of the Contractor, the extension may be for a period of up to 180 calendar days in lieu of 90 calendar days. However, this extension automatically terminates should a replacement Contract be issued in the interim.

4.4 PRICING, BILLING, AND PAYMENT FOR SERVICES

Payments for Services rendered shall be in accordance with the Contract. All rates must be inclusive of any and all direct and indirect costs including contract administrator, clerical personnel, travel, computer charges, postage and all other expenses related to the engagement. The "Fully Loaded" Rates will cover all the costs related to furnishing all of the services specified in this contract, including but not limited to all labor, material and supplies, all emergency work and special requests; all administrative, reporting or other requirements; all overhead costs and profit, all travel costs, freight, parking fees, and any other ancillary fees and costs including permits, licenses, insurance, etc. to the satisfaction of the ITS Enterprise Network Services and the performance of all work set forth in said specifications. ITS will not pay overtime rates for hours worked over 40 per week.

Contractor shall invoice ITS monthly, in arrears, for all Services rendered with appropriate detailed invoices in a form agreed to and as directed by ITS. The Comptroller shall render payment for invoices under this Contract in accordance with ordinary State procedures and practices.

4.5 EXCEPTIONS/DEVIATION AND EXTRANEOUS TERMS

Bids must conform to the terms set forth in the IFB. Extraneous terms or material deviations (including additional, inconsistent, conflicting, or alternative terms) may render the Bid non-responsive and may result in rejection of the Bid. Extraneous terms submitted on standard, pre-printed forms (including but not limited to product literature, order forms, license agreements, contracts, or other documents) that are attached or referenced with submissions shall not be considered part of the Bid or resulting Contract but shall be deemed included for informational or promotional purposes only.

Each proposed extraneous term must be specifically enumerated in writing and specify the particular IFB section that the Bidder proposes to modify and the reasons why. Any extraneous terms must be submitted during the Question-and-Answer period, by way of Attachment 3 Bidder Questions and Extraneous Terms Form. Extraneous terms submitted after the Question and Answer period, will not be considered.

4.6 STATE'S RESERVED PROCUREMENT RIGHTS

In addition to any other rights articulated elsewhere in the IFB, ITS reserves the right to:

- a. Disqualify a Bidder from receiving the award if the Bidder has previously failed to perform satisfactorily in connection with public bidding or contracts.
- b. Correct Bidder' mathematical errors and waive or modify other minor irregularities in bids received, after prior notification to the Bidder.
- c. During the evaluation process, seek clarification information from a Bidder(s) for the purpose of assuring the State's full understanding of the Bidder's responsiveness to the IFB requirements. This clarification information, if required in writing by ITS, must be submitted in writing in accordance with formats as prescribed by ITS at the time said information is requested and, if received by the due date set forth in the ITS request for clarification, shall be included as a formal part of the Bidder's Bid. Failure to provide required information by its associated due date may result in rejection of the Bidder's Bid. Written clarifications, if any, will be considered in the Bid evaluation process. Nothing in the foregoing shall mean or imply that it is obligatory upon the State to seek or allow clarifications as provided for herein.
- d. Waive any non-material requirement not met by all Bidder.
- e. Reject any or all bids received in response to this IFB.
- f. Prior to the bid opening, amend the IFB specifications to correct errors or oversights, or to supply additional information, as it becomes available.
- g. Disqualify any Bidder whose conduct and/or Bid fails to conform to the requirements of the IFB.
- h. Withdraw the IFB at any time, at ITS' sole discretion.
- i. Use the following in the course of evaluation and selection under the IFB: (i) bids; (ii) information obtained through the State's investigation of Bidder(s), including the Bidder's qualifications, experience and ability; (iii) Bidder's financial standing; (iv) any information pertinent to the evaluation of bids which may be obtained or received by the State; (v) any material or information submitted by the Bidder(s) in response to any State requests for clarifying information, if any; and may include (vi) Management Interviews (viii) interviews of any or all of an Bidder's Lead Staff; and (ix) Site Visits (Note: Any Site Visits conducted will be used to confirm information provided by the Bidder.).
- j. Modify, correct, and/or clarify stipulated requirements at any time prior to Bid opening and direct Bidder to submit Bid modifications addressing subsequent IFB amendments.
- k. Eliminate requirements unmet by all Bidder.
- l. For the purpose of ensuring the completeness and comparability of bids, analyze submissions and make adjustments or normalize submissions in the Bid(s), including underlying calculations to make level comparisons across bids 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 IFB.

- m. Set aside the original selected Bidder if it is subsequently determined by the State that the Bidder is non-responsible or non-responsive. ITS may then invite the next highest ranked Bidder to enter into negotiations for purposes of executing a Contract, respectively.
- n. Make an award under the IFB in whole or in part.
- o. Change any of the scheduled dates.
- p. Utilize any and all ideas submitted in the IFB bids received.
- q. Reject illegible, incomplete, or vague bids in ITS' sole discretion.
- r. The State, at its sole discretion, may request Best and Final Offers (BAFO) during the evaluation process.
- s. Waive minor irregularities and/or omissions in Bidder's Bid if the State determines the best interests of the State will be served.

4.7 NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR PROFIT BUSINESS ENTITY

The State conducts a review of prospective contractors and subcontractors with anticipated expenditures at \$100K or more to provide reasonable assurances that the Contractor is responsive and responsible. A For-Profit Business Entity Vendor Responsibility Questionnaire (hereinafter "Questionnaire") is used for non-construction contracts and is designed to provide information to assess a Bidder's responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a Bid, Bidder agrees to fully and accurately complete the Questionnaire. The Bidder acknowledges that the State's execution of the Contract will be contingent upon the State's determination that the Bidder is responsible and that the State will be relying upon the Bidder's responses to the Questionnaire, in addition to all other information the State may obtain from other sources, when making its responsibility determination.

The ITS recommends that vendors file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions available at <http://www.osc.state.ny.us/vendrep/enroll.htm> or go directly to the VendRep System online at <https://onlineservices.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 Office of the State Comptroller's IT Service Desk at 866-370-4672 or 518-408-4672, or by e-mail at ITServiceDesk@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 ITS or the Office of the State Comptroller's Help Desk for a copy of the paper form.

4.8 ITS EQUAL OPPORTUNITY & SUPPLIER DIVERSITY

Please see Appendix C-2 – ITS Equal Opportunity & Supplier Diversity

SECTION 5 – PROCUREMENT PROCESS

5.1. PROCUREMENT REQUIREMENTS AND INFORMATION

ITS will award one (1) contract in whole or in part, as a result of this solicitation to the responsive and responsible Bidder(s) affording the best value to the State. For this procurement, "best value" has been determined to equate to "Lowest Cost." Therefore, ITS will make an award for the services described in this IFB to a responsive and responsible Bidder(s) on a "Lowest Cost" basis. ITS will notify all awarded and non-awarded Bidders.

5.2 GENERAL REQUIREMENTS FOR BIDS

Bidder must submit a complete response to this IFB that satisfies the requirements set forth below. Failure to do so may render the Bidder's Bid non-responsive.

Bids that make extensive use of color photographs or illustrations, or that include separate brochures or marketing materials and overly elaborate embellishments, are discouraged. All bids submitted in response to this IFB, must be written in the English language with quantities expressed using Arabic numerals and United States Dollars (\$ USD), as applicable.

Each Bidder must hold the offer firm and binding for a period of at least one hundred and eighty (180) days from the Bid Due Date as set forth in the IFB's Calendar of Events. In the event that the Contract is not approved by OSC within the one hundred and eighty (180) day period, the Bidder's offer shall remain firm and binding until the Contract is approved by OSC, unless the Bidder delivers to ITS written notice of withdrawal of its Bid.

5.3 INQUIRIES FROM BIDDERS

New York State Finance Law §§139-j and 139-k imposes certain restrictions on communication between NYS and Bidder during a procurement. Bidder should submit all IFB inquiries, questions, comments, or extraneous terms using Attachment 3 – Bidder Questions and Extraneous Terms and Conditions during the Bidder Question and Answer period. Procurement deviations and Extraneous Terms shall be sent to its.sm.bestvalue@its.ny.gov by the deadline stated in the Calendar of Events. Bidder is advised that ITS will not entertain any exceptions to (Appendix A) Standard Clauses for New York State Contracts. All extraneous terms and conditions must be resolved prior to the submission of a Bid and answers to all questions, comments, Bid deviations and Extraneous Terms of a substantive nature will be provided to all prospective Bidder in the form of a question-and-answer document, which will be posted on the ITS website. No other method of inquiries will be accepted.

5.4 COMMUNICATIONS FROM NYS TO VENDORS

ITS has established a procurement website for the purpose of disseminating information relating to this procurement, and vendors are encouraged to monitor the site. The website URL is provided on the cover page of this IFB.

5.5 PROCUREMENT RECORD

ITS shall maintain a Procurement Record that documents the procurement process.

5.6 BUILDING ACCESS PROCEDURES FOR VISITORS AND HAND DELIVERIES

To access the ITS office building, all visitors must present photo identification at the Security Desk and comply with other requirements. Bidders who intend to hand-deliver Bids or utilize independent courier services should allow extra time to comply with these procedures. Bidders hand-delivering their Bids should ask the security personnel at the security desk to call the Designated Contact(s) indicated in this IFB or the Procurement and Contracts Support Unit. Building Access procedures may change or be modified at any time. Bidders assume all risks for timely, properly submitted hand deliveries.

5.7 NO LATE SUBMISSIONS

All Bids must be submitted and received by the Bid submission dates and times specified in this IFB. Bids received after the Bid Submission Deadline shall be rejected.

If Bid packaging labels are not sufficient to identify the contents, ITS reserves the right to open packages for the purpose of identifying the source and contents of the package. All materials submitted by the Bidder become the property of the State of New York Office of Information Technology Services and may be returned only at the sole discretion of ITS.

SECTION 6 - BID REQUIREMENTS

6.1. SUBMISSIONS AND PACKAGING OF IFB RESPONSE

ITS encourages Bidder to submit all documents to ITS in an electronic format, including electronic copies of documents with original signatures. Documents requested by ITS should be submitted in the format specified by ITS and be completed in accordance with the instructions for the individual document, which may include an original signature or an original notarized signature. At this time, ITS cannot accept an eSignature that has been generated by software. Bidder is responsible for retaining the original documents with original signatures that have been scanned and submitted electronically until a determination of award is made. If an award is made to Bidder, the documents with original signatures shall be retained for a period of six (6) years after the term of the contract has ended, and the documents with original signatures shall be submitted to ITS upon request. If Contractor seeks to assign the contract during the term, Contractor shall provide all documents relating to the bid and contract that it has retained to the successor Contractor (assignee) upon ITS consent to the assignment.

Bidder must submit two (2) electronic copies of the bid documents saved as searchable Microsoft Word, Excel and/or Adobe Acrobat formats, with the Administrative Bid and Financial Bids clearly separated from each other (the Administrative Bid must contain no information regarding Bidder's Financial Bid). Electronic copies of documents provided in PDF format should be saved as an Adobe Acrobat PDF, AND THEN converted to allow for Optical Character Recognition (OCR) (see <https://www.adobe.com/acrobat/how-to/ocr-software-convert-pdf-to-text.html>).

Electronic Bids are to be submitted on two (2) USB flash drives, with each flash drive containing a complete set of the completed documents. When submitting electronic documents, include a printed copy of page 1 of the Solicitation with the Bid package. In the event of any discrepancies between original (if applicable) and electronic versions, the electronic version shall govern.

The Bid package must be submitted either by mail, hand delivery, overnight carrier, or certified mail, with the following information on the showing the following information on the outside:

1. Bidder 's complete name and address
2. IFB Number – C000833 HVAC Maintenance BID ENCLOSED
3. Bid Due Date and Time: (as indicated in the IFB Calendar of Events)

Failure to complete all information on the Bid envelope and / or packages may necessitate the premature opening of the Bid.

6.2 BID CONTENT

The Bid must be organized in two (2) separate folders on the flash drices labelled: (1) Administrative Bid and (2) Financial Bid (collectively referred to herein as "Submissions").

Bidder must submit a complete response to this IFB in conformance with the format, content, and administrative requirements set forth below. The packages must contain the information contained in Section 6.5 – Financial Bid Requirements, and Section 6.4 Administrative Bid Requirements. Minor omissions deemed not critical may be corrected at the sole discretion of the State. For the State to evaluate bids fairly and completely, Bidder must follow the format set forth herein and must provide all of the information requested. Failure to conform to the stated requirements may necessitate rejection of the Bid.

The bidder is encouraged to include all information that may be deemed pertinent to their Bid. Bidder may be requested to provide clarification based on the State's evaluation procedure. Any clarification will be considered a formal part of the Bidder's original Bid. If further clarification is needed during the evaluation period, ITS will contact the Bidder.

Note: ITS reserves the right to request any additional information deemed necessary to ensure that the Bidder can fulfill the requirements of the Contract.

6.3 FORMATING REQUIREMENTS

The Administrative Bid and Financial Bid each should comply with the following formatting requirements:

- Separation of Bid: The Administrative and Financial Bids must be clearly separated with in the flash drives.

6.4 ADMINISTRATIVE BID REQUIREMENTS

****DO NOT INCLUDE ANY COST DATA IN THE ADMINISTRATIVE BID****

The Bidder's Administrative Bid must contain responses to all documents described in this IFB. The Bidder's Administrative Bid must be submitted in an electronic format saved as searchable Microsoft Word, Excel and/or Adobe Acrobat formats. In the event of a discrepancy between any hard copy and an electronic copy, the electronic copy shall govern. Failure to use the documents provided may result in the Bidder's Bid being deemed non-responsive. The bidder's Administrative Bid should consist of:

- Executive Summary/Company background which must include the following:
 - Name and address of contact
 - Corporate structure identifying any parent company and affiliates for Bidder and subcontractors
 - Date and place of incorporation, where registered, licensed, as applicable, corporate headquarters, and other background information, etc.
 - Describe the corporate profile, core business, and state the number of years the providing each service function for the Bidder and any subcontractors
- **ATTACHMENTS (must be completed by Bidders and submitted with Bids)**
- Attachment 1 – HVAC Bid Checklist
- Attachment 2 – Firm Offer Letter and COI Disclosure
- Attachment 3 – Bidder Questions and Extraneous Terms Form
- Attachment 4 –Confidentiality and Non-Disclosure Agreement
- Attachment 5 – FOIL and Litigation Disclosure
- Attachment 6 –Contractor Certification of Covered Agency, ST-220-CA
- Attachment 8 – Minimum Bidder Qualification
- Attachment 9 – Bidder and Subcontractor Customer References
- Attachment 10 – Key Personnel Minimum Requirements
- Attachment 11 – Affirmative Statements
- Attachment 12 – Prohibiting Contracting with Russia

6.5 FINANCIAL BID REQUIREMENTS

Bidder must submit their Bids including all costs necessary to provide the services as specified in Section 3 Scope of Work, using Attachment 7 - Financial Bid Workbook. Any deviations, alterations, qualifiers, ranges, etc. included with the Bid may result in rejection of the Bid. Pricing shall include all proposed labor, equipment, materials with actual cost to the contractor plus the percent originally bid, supplies, etc. to provide a complete cost evaluation. All prices quoted shall be inclusive of anh and all one-time and recurring fees, charges, or costs for the duration of the Contract, including but not limited to direct and indirect costs, administrative costs, reporting or other requirements, overhead, fees, profit, travel, parking fees, equipment usage, postage and any other ancillary fees and related costs.

The Bidder's Financial Bid must be submitted electronically and saved in Excel format. All prices must be represented in U.S. dollars. Incomplete Financial Bids, or Financial Bids containing modifications, alterations, qualifiers, ranges, or exceptions may be rejected. The bidder's Financial Bid should consist of:

- Attachment 7- Financial Bid Workbook

6.6 BID PREPARATION COSTS

The State is not liable for any cost incurred by a Bidder in the preparation and production of a Bid or for any work performed prior to the issuance of and OSC approval of the Contract. Additionally, no cost will be incurred by the State for any prospective Bidder or Bidder's participation in any procurement related activities.

6.7 DISCLOSURE OF BID CONTENTS – FREEDOM OF INFORMATION LAW (“FOIL”)

NOTICE TO BIDDER'S LEGAL COUNSEL

All materials submitted by a Bidder in response to the IFB shall become the property of ITS and may be returned to the Bidder at the sole discretion of ITS.

Disclosure by ITS of items related to this IFB shall be permitted consistent with the laws of the State of New York and specifically the NYS Freedom of Information Law (FOIL) contained in Section 87 of the NYS Public Officers Law. ITS shall take reasonable steps to protect from public disclosure any records or portions thereof relating to this IFB or resulting contract that are otherwise exempt from disclosure under that statute. Information constituting trade secrets or critical infrastructure information, for purposes of FOIL, must be clearly marked and identified as such by the Bidder and/or Vendor upon submission to ITS.

If the Bidder and/or Vendor intends to request an exemption from disclosure under FOIL for trade secret materials or critical infrastructure information, the Bidder and/or Vendor shall, at the time of submission, request the exemption in writing and provide an explanation of: (i) why the disclosure of the identified information would cause substantial injury to the competitive position of the Bidder and/or Vendor; or (ii) why the information constitutes critical infrastructure information which should be exempted from disclosure pursuant to §87(2) of FOIL. Acceptance of the identified information by ITS does not constitute a determination that the information is exempt from disclosure under FOIL. Determinations as to whether the materials or information may be withheld from disclosure will be made in accordance with FOIL at the time a request for such information is received by ITS. Bidder and/or Vendor represents and warrants that it understands that requests to exempt the entirety of Bidder's and/or Vendor's materials from disclosure under FOIL has generally not been found to be meritorious.

6.8 NOTIFICATION OF AWARD AND OPPORTUNITY FOR DEBRIEFING

The tentative awardee(s) will be advised of selection by ITS through the issuance of a formal written correspondence indicating a proposed award. All Bidder will be notified of the selection, non-selection, or rejection of their bid. Should ITS and a tentative awardee be unable to reach agreement as to the terms of the Contract within a reasonable time, as determined by ITS, ITS may withdraw the award and proceed to the next highest ranked Bidder.

6.9 ITS BID PROTEST POLICY

The State of New York strives to assure a fair, open, and competitive procurement process. To file a Bid Protest, vendors must timely follow the procedures for filing a bid protest set forth in the ITS Bid Protest Policy which can be found at: <https://its.ny.gov/policies>

SECTION 7 EVALUATION METHODOLOGY

7.1 METHOD OF AWARD

ITS will make one (1) award for all the services described in this IFB, to responsive and responsible Bidder(s) on a "Lowest Price" basis. Lowest Price means the basis for awarding contracts for commodities among responsive and responsible Bidders. (State Finance Law, Article 11, Section 163).

7.2 BID COMPLETENESS REVIEW

After the Bid opening, each Bid will be screened for completeness and conformance with the IFB's requirements. Bids that do not meet the IFB's requirements may be deemed non-responsive, removed from further consideration, and the Bidder notified accordingly. Bids that pass will proceed to the Minimum Bidder Qualifications Evaluation.

7.3 MINIMUM BIDDER QUALIFICATIONS EVALUATION

Bids submitted by Bidders will be evaluated on a Pass/Fail basis to determine whether they satisfy the IFB's minimum bidder qualifications. Bids that fail to meet the minimum bidder qualifications will be deemed non-responsive, will not be further evaluated, and the Bidder will be notified accordingly. Passing Bids next proceed to the Financial Evaluations. Bidders may still be disqualified if it is later determined that the Bidder did not meet all of the IFB minimum qualifications and should not have qualified to move on to the Financial Evaluations stage.

7.4 FINANCIAL BID EVALUATION AND AWARD

A tentative award, subject to successful contract negotiations and approval by the Attorney General and Office of the State Comptroller, may be made to the responsive and responsible Bidder which submits the Bid with the lowest overall cost over the term of the contract as identified in Attachment 7 – Financial Bid Workbook. When price and other factors are found to be substantially equivalent, ITS will select the winning Bidder at its sole discretion.