

**Invitation for Bids**  
**IFB #20227**  
**Blood Collection Device**  
**Questions and Answers**

<b>QUESTION NUMBER</b>	<b>SECTION REFERENCE</b>	<b>QUESTION</b>	<b>ANSWER</b>
1		Can you please confirm that the state of New York will require 4 different pricing options for this solicitation?	Yes, as illustrated in Attachment B - Bid Form: Total Bid Price will be a sum of the four different pricing options.
2		And if so, is each price weighed evenly when determining the outcome of this bid?	Refer to IFB Section 8.0: Method of Award. "The DOH will award one contract as described in this IFB to the responsible and responsive Bidder who offers the lowest total bid price."
3	Reference pg 5, point 4	How often will the DOH switch the paper needed on part 1?	Each option (1-4 on Attachment B – Bid Form) may be requested one time over the contract term.
4	Appendix F, Technology Terms and Conditions, Page 40	Confirm that this document will NOT be included in any final agreement for the sale of DBS Cards. Vendor will not be collecting or obtaining data. We aren't providing technology, software, development or the like type of services.	Appendix F will not be required to be a part of the contract awarded pursuant to this IFB. Please see Amendment 1 to the IFB.
5	Appendix H, HIPPA/BAA, Page 48	Confirm why the DOH believes document is applicable here for the provision of paper DBS cards. Vendor is not getting PHI information. We don't collect, need, process or have access to PHI information to manufacture the DBS cards—we aren't a Business Associate for this purposes of this sales agreement. This should be N/A.	Appendix H will not be required to be a part of the contract awarded pursuant to this IFB. Please see Amendment 1 to the IFB.

6	Reference pg 5, point 4	Is there any reason that the vendor should not produce all 400,000 cards for the year and store them for shipment to the DOH as needed?	Section 4.3 of the IFB provides estimated quantities and delivery requirements. Producing estimated quantities prior to the Department's order would be at the vendor's own risk.
7	Attachment 5, (MWBE Forms) page 10 of 11.	Because there is 0% M/WBE goal for this procurement, does Staffing Plan Form 4 need to be completed?	This is a required form. As stated on Attachment 5, page 1: Form #4 - MWBE Staffing Plan: This form should be completed based on the composition of staff working on the project. This form is for diversity research purposes only and has no bearing on the MWBE goal achievement.
8 -Exception	Attachment 8 (DOH Contract), General Terms and Conditions Page 16 of 51	III(E) Term and Termination. Please strike "and if the cost of having the work completed by a replacement CONTRACTOR exceeds the amount of the initially awarded Contract, the CONTRACTOR and its surety shall be liable to the DEPARTMENT for any excess cost on account thereof." Vendor does not agree to cover provisions of these types of liquidated damage provisions.	The Department is not inclined to agree to this change; however, the Department reserves the right to negotiate the terms of the final contract awarded pursuant to this RFP with the successful bidder, in the best interests of the State.
9 -Exception	Attachment 8 (DOH Contract), General Terms and Conditions Page 31 of 51	J. Indemnification. Please add "third party" before "...suits, actions, damages and costs..."	The Department would accept this amendment if requested by contract awardee.