



Department of Health

Last Update: July 1, 2022

Request for Quotes/ Invitation For Bid

New York State Over the Counter COVID-19 Test Supply

Issued: July 12, 2022

DESIGNATED CONTACT:

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

Eryn Keefe
Bureau of Contracts
New York State Department of Health
Corning Tower, Room 2827
Governor Nelson A. Rockefeller Empire State Plaza
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PERMISSIBLE SUBJECT MATTER CONTACT:

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

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1. CALENDAR OF EVENTS

IFB NEW YORK STATE OVER THE COUNTER COVID-19 TEST SUPPLY	
<u>EVENT</u>	<u>DATE</u>
Issuance of Invitation for Bids	July 12, 2022
Deadline for Submission of Written Questions	Insert Questions Due By July 18, 2022 at 4:00 p.m. ET
Responses to Written Questions Posted by DOH	On or About July 25, 2022
Deadline for Submission of Bids	Insert Bids Due on Or Before August 2, 2022 at 4:00 p.m. ET
<u>Anticipated</u> Contract Start Date	October 1, 2022

2. OVERVIEW

Through this Invitation for Bids (“IFB”), the New York State (“NYS”) Department of Health (the “Department” or “DOH”) is seeking competitive bids from (a) qualified organization(s) to provide Over the Counter Covid-19 Test Supply as further detailed in [Section 4.0](#) (DETAILED SPECIFICATIONS). It is the Department’s intent to award up to three (3) contracts from this procurement; a primary, a secondary and a tertiary.

2.1. Important Information

The Bidder **must** review, and is requested to have its legal counsel review, [Attachment 8](#), the DOH Agreement (Standard Contract), as the successful Bidder must be willing to enter into the Contract awarded pursuant to this IFB in the terms of [Attachment 8](#), **subject only to any amendments to the Standard Contract agreed by the Department during the Question and Answer Phase of this IFB (see, [Section 5.2](#))**. Please note that this IFB and the awarded Bidder’s Bid will become part of the Contract as Appendix B and C, respectively.

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

Note, [Attachment 7](#), the Bidder’s Certified Statements, **must** be submitted by each Bidder and includes a statement that the Bidder accepts, **without any added conditions, qualifications or exceptions**, the contract terms and conditions contained in this IFB including any exhibits and attachments, including, without limitation, [Attachment 8](#). It also includes a statement that the Bidder acknowledges that, should any alternative proposals or extraneous terms be submitted with its Bid, such alternate proposals or extraneous terms will not be evaluated by the DOH.

Any qualifications or exceptions proposed by a bidder to this IFB should be submitted in writing

using the process set forth in [Section 5.2](#) (Questions) prior to the deadline for submission of written questions indicated in [Section 1](#). (Calendar of Events). Any amendments DOH makes to the IFB as a result of questions and answers will be publicized on the DOH web site and will be available and applicable to all Bidders equally.

2.2. Term of the Agreement

The term of the Contract that will be entered into between the Department and the success Bidder pursuant to this IFB will be for a period of one (1) year commencing on the date shown on the Calendar of Events in Section 1. After the initial contract term expires, at the discretion of DOH, the Contract may be extended, at the same rates, for up to two (2) additional specify six (6) month periods by amendment signed by both parties with all required approvals.

3. MINIMUM QUALIFICATIONS TO BID

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

1. Guarantee that the Test Kits supplied by the Vendor are authorized by the United States Food and Drug Administration's (FDA) Emergency Use Authorization (EUA) for Antigen Diagnostic Testing for SARS CoV-2 and
2. Guarantee the Test Kits supplied by the Vendor are authorized by FDA for Over the Counter (OTC), Home testing, Serial Screening, Single Target use.

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

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

4. DETAILED SPECIFICATIONS

This Section describes the Over the Counter Covid-19 Test Supply that are required to be provided by the successful Bidder. The selected Bidder must be able to provide all of these products or services throughout the contract term.

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

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

4.1. Estimated Quantities and Delivery Requirements

Each Vendor selected must:

1. Guarantee to be able to provide a minimum monthly supply of two (2) million test kits for each month of the Initial Term.

2. Guarantee that each Test Kit delivered has a minimum expiration date of eight (8) months or greater from the date received by New York State.
3. Deliver test kits by the fifth (5) business day of each month of the Initial Term to:

New York State
Department of Homeland Security and Emergency Services (DHSES)
2 Van Buren Blvd,
Building 10, Bay 3,
Guilderland Center, NY 12085
4. Guarantee the Vendor's ability to increase monthly supply of Test Kits delivered to the State, as provided, above, by five (5) times the minimum monthly supply order (that is, up to ten (10) million Test Kits), on ten (10) business days' notice.
5. The primary Vendor will have up to fifteen (15) business days prior to the due date of the next month's shipment to notify New York State of their inability to meet the monthly supply of Test Kits ordered by the State for that month. At that time, New York State will then offer the work to the secondary Vendor, which will have ten (10) business days prior to the due date for the delivery date for that month to accept the order or to notify New York State of their inability to meet the requested monthly supply. In the event both the primary and secondary Vendors are unable to meet the supply request, New York State will offer the order to the tertiary Vendor.

New York State reserves the right to concurrently engage all three (3) Vendors in order to fulfill the urgent need of Test Kits.

If the primary Vendor fails to fulfill the State's monthly order for two (2) consecutive months, New York State will move to the secondary Vendor as the primary supplier of Test Kits, the tertiary Vendor will become the secondary Vendor and the primary Vendor will become the tertiary for the remainder of the Initial Term and any renewal.

5. ADMINISTRATIVE INFORMATION

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

5.1. Restricted Period

"Restricted Period" means the period of time (a) commencing with the earliest written notice, advertisement, or solicitation of this Invitation for Bids ("IFB"), soliciting a response from Bidders and intending to result in a procurement contract with DOH and (b) ending with the final Contract award and final Contract approval by the Office of the State Comptroller. Pursuant to State Finance Law sections 139-j and 139-k, the Department has identified a "Designated Contact" and a "Permissible Subject Matter Contact" on the Face Page of this IFB to whom all communications [attempting to influence/with regard to] this procurement during the Restricted Period must be made.

During the Restricted Period of this IFB, any oral, written, or electronic communication between a potential Bidder and the Department, except communications between a potential Bidder and the Designated Contact or the Permissible Subject Matter Contact specified on the Cover Page

of this IFB, under circumstances where a reasonable person would infer that the communication was intended to influence this procurement, is prohibited by law. The violation of the requirements described in this Section may be grounds for a determination that a Bidder is non-responsible and therefore ineligible for a contract award pursuant to this IFB. Two violations within four years of the rules against impermissible contacts during a “Restricted Period” may result in the violator being debarred from participating in all procurements by New York State agencies and authorities for a period of four years.

5.2. Questions

Potential Bidders may submit written questions and requests for clarification pertaining to this IFB between the issuance of this IFB and the deadline for the submission of written questions specified in Section 1 (Calendar of Events). All questions and requests for clarification of this IFB should cite the relevant IFB, including the IFB title “New York State Over the Counter COVID-19 Test Supply”, the section and paragraph number of this IFB or of the Attachment to this IFB to which the question relates, where applicable, and must be submitted via email to [insert a BML or other contact information here] no later than the Deadline for Submission of Written Questions specified in [Section 1.0](#) (Calendar of Events). Questions received after the deadline **may not** be answered.

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

5.3. Right to Modify IFB

DOH reserves the right to modify any part of this IFB, including, but not limited to, the date and time by which bids must be submitted and received by DOH, at any time prior to the Deadline for Submission of Bids specified in [Section 1.0](#) (Calendar of Events). Modifications to this IFB shall be made by the issuance of amendments and/or addenda, which will be posted to the DOH website.

5.4. Payment

Payment of such invoices and/or vouchers by the Department shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be:

The Contractor will submit monthly invoices, 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 be accompanied by an electronic spreadsheet containing sufficient documentation data, including, but not limited to, the following:

- Total units shipped
- Cost per unit
- Delivery Date
- Tracking Number Information per shipment

- Expiration Dates of the Test Kits delivered.

Delivery will be Free on Board (FOB) destination, inside delivery.

5.5. Minority & Woman-Owned Business Enterprise Requirements

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

In 2006, NYS 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 NYS Certified minority- and women – owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of NYS contracts.

Business Participation Opportunities for MWBEs

For purposes of this IFB, DOH hereby establishes an overall goal of **0%** for MWBE participation, **0%** for Minority-Owned Business Enterprises ("MBE") participation and **0%** for Women-Owned Business Enterprises ("WBE") (based on the current availability of qualified MBEs and WBEs and outreach efforts to certified MWBE firms). The successful Bidder who becomes the Contractor under the Contract entered into with the Department pursuant to this IFB must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor must agree 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.

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 insert a BML or contact information 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 8](#) Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. Additionally, the successful Bidder will be required to certify they have an acceptable Equal Employment Opportunity (EEO) policy statement in accordance with Section III of Appendix M in [Attachment 8](#).

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), and all other applicable State and federal constitutional and statutory equal opportunity and non-discrimination provisions of law, the successful Bidder and any sub-contractors under the Contract awarded pursuant to this IFB 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 successful Bidder 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 its bid an Equal Employment Opportunity Staffing Plan ([Attachment 5](#), Form #4), identifying the anticipated work force to be utilized on the Contract. Additionally, the Bidder should submit a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement ([Attachment 5](#), Form # 5), to DOH with their bid.

5.7. 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 contractor's 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.

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 those contractors must also 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 State contract awarded to a successful Bidder 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. Subcontracting

Bidders may propose the use of a subcontractor. The successful Bidder chosen to become the Contractor pursuant to the terms of this IFB shall obtain prior written approval from NYSDOH before entering into an agreement for services to be provided by a subcontractor. The Contractor is solely responsible for assuring that the requirements of this IFB are met. All subcontracts shall contain provisions specifying that the work performed by the subcontractor must be in accordance with the terms of the prime Contract, and that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the Contract between the DOH and the Contractor. DOH reserves the right to request removal of any of Contractor's staff or subcontractor's staff if, in DOH's discretion, such staff is not performing in accordance with the Contract. Subcontractors whose contracts are valued at or above \$100,000 will be required to submit the Vendor Responsibility Questionnaire upon selection of the successful Bidder pursuant to the terms of this IFB.

5.10. DOH's Reserved Rights

The Department reserves the right to:

1. Reject any or all bids received in response to the IFB.
2. Withdraw the IFB at any time, at the Department's sole discretion.
3. Make an award under the IFB in whole or in part.
4. Disqualify any Bidder whose conduct and/or Bid fails to conform to the requirements of the IFB.
5. Seek clarifications and revisions of Bids.
6. Use Bid information obtained through site visits, management interviews and the State's investigation of a Bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to the Department's or any other State agency's request for clarifying information in the course of evaluation and/or selection under the IFB.
7. Prior to the bid opening, amend the IFB specifications to correct errors or oversights, or to supply additional information, as it becomes available.
8. Prior to the bid opening, direct Bidders to submit bid modifications addressing subsequent IFB amendments.
9. Change any of the scheduled dates set forth in Section 1.0 (Calendar of Events).
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders.
11. Waive any requirements that are not material.
12. Negotiate with the successful Bidder within the terms of the IFB, including the attachments and exhibits, if any, to this IFB, and any amendments or addenda to the IFB, and the Questions and Answers, if any, posted by the Department in accordance with Section 5.2 (Questions), in the best interests of the State.
13. Conduct contract negotiations with the next responsible Bidder, should the Department be unsuccessful in negotiating with the selected Bidder.
14. Utilize any and all ideas submitted in the bids received.
15. Every offer made by a Bidder pursuant to the terms of the Bid it submits shall be firm and

not revocable for a period of three hundred and sixty-five days (365) from the bid opening, to the extent not inconsistent with section 2-205 of the uniform commercial code.

Subsequent to such three hundred and sixty- five days (365), any offer is subject to withdrawal communicated in a writing signed by the Bidder.

16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's Bid and/or to determine a Bidder's compliance with the requirements of the solicitation.

5.9. Freedom of Information Law ("FOIL")

All Bids may be disclosed or used by the Department to the extent permitted by law. The Department may disclose a Bid to any person for the purpose of assisting in evaluating the Bid or for any other lawful purpose. All Bids will become State agency records, which will be available to the public in accordance with the New York State Freedom of Information Law. **Any portion of the Bid that a Bidder believes constitutes proprietary information entitled to confidential handling, as an exception to the Freedom of Information Law, must be clearly and specifically designated in the Bid as specified in the paragraph immediately following this paragraph.** If the Department agrees with the proprietary claim, the designated portion of the Bidder's Bid will be withheld from public disclosure. Blanket assertions of proprietary material will not be accepted, and failure to specifically designate proprietary material may be deemed a waiver of any right to confidential handling of such material.

5.10. Debriefing

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

5.11. Protest Procedures

In the event an unsuccessful Bidder wishes to protest the award resulting from this IFB, the protesting Bidder must follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found in Chapter XI Section 17 of the OSC's Guide to Financial Operations, which is available on-line at:

<http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>

5.12. Piggybacking

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

5.13. 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 the State Government's 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 responding to this IFB are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the Contract that will be awarded pursuant to the terms of this IFB. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. All Bidders should complete [Attachment 6](#), Encouraging Use of New York Businesses in Contract Performance, to indicate their intent to use/not use New York Businesses in the performance of the Contract that will be awarded pursuant to this IFB (*see, Section 6.2.[6], below*).

5.14. 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. The Department 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 Department 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 are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract that will be awarded pursuant to this IFB. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, the Department conducted a comprehensive search and determined that the requirements of the procurement sought pursuant to the terms of this IFB do not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to a successful Bidder. Nevertheless, each Bidder is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs for the provision of services or material in the performance of the Contract that will be awarded under this IFB. 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 to be awarded.

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

All Bidders responding to this IFB 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.

5.16. 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 Bidder certifies that they do not have institutional policies or practices that fail to address those

protected statuses under the Human Rights Law.

5.17. Executive Order 16 Prohibiting Contracts with Businesses Conducting Business in Russia

All Bidders responding to this solicitation should submit [Attachment 12](#) certifying the status of their business operations in Russia, if any, pursuant to Executive Order 16.

6. BID FORMAT AND CONTENT

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

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

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

6.1. Mandatory Bid Requirements

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

6.1.1. Bidder's Minimum Qualifications to Bid

A responsive Bidder must be able to meet all the requirements stated in Section 3. of this IFB. The Bidder must submit documentation that provides sufficient evidence of meeting the minimum qualifications to bid. This documentation may be in any format needed to demonstrate how they meet the minimum qualifications to propose.

1. Guarantee that the Test Kits supplied by the Vendor are authorized by the United States Food and Drug Administration's (FDA) Emergency Use Authorization (EUA) for Antigen Diagnostic Testing for SARS CoV-2, and
2. Guarantee the Test Kits supplied by the Vendor are authorized by FDA for Over the Counter (OTC), Home testing, Serial Screening, Single Target use.

6.1.2. Bid Form

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

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

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

6.2. Other Bid Documents

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

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

6.2.2. Vendor Responsibility Questionnaire

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

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

Bidders opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website, www.osc.state.ny.us/vendrep, or may contact the 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. Vendor Assurance of No Conflict of Interest or Detrimental Effect

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

6.2.4. M/WBE Forms

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

6.2.5. Freedom of Information Law – Bid Redactions

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

6.2.6. Encouraging Use of New York Businesses in Contract Performance

Submit [Attachment 6](#) “Encouraging Use of New York State Businesses in Contract Performance” to indicate which New York State Businesses, if any, the Bidder will use in the performance of the Contract to be awarded to the successful Bidder.

6.2.7. Bidder’s Certified Statements

Complete, sign and submit [Attachment 7](#), “Bidder’s Certified Statements”, which includes information regarding the Bidder. [Attachment 7](#) must be signed by an individual authorized to bind the Bidder contractually. Please indicate the title or position that the signer holds with the Bidder. **THE DEPARTMENT WILL REJECT ANY BID THAT CONTAINS AN INCOMPLETE, OR UNSIGNED [Attachment 7](#). OR NO [Attachment 7](#).**

6.2.8. References

Provide references using [Attachment 9](#), (References) for three (3) clients that you have supplied test kits in the quantities similar to this procurement or have provided monthly shipments of test kits similarly to this procurement. 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 Bidder does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the New York State Human Rights Law.

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

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

7. BID SUBMISSION

A Bid should be submitted in all formats as prescribed below. Submit a complete Bid via email to: DOHMISC@health.ny.gov with the subject “Bid Submission Over the Counter COVID-19 Test Supply”. Include, as attachments to the email, the complete distinct PDF files labeled “Mandatory Bid Requirements” and “Other Bid Documents” In the event an electronic submission cannot be read by the Department, the Department reserves the right to request a hard copy and/or electronic resubmission of any unreadable files. A Bidder shall have 2 business days to respond to such requests and must certify the resubmission is identical to the original submission.

If a Hardcopy is requested:

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.
2. A type size of eleven (11) points or larger should be used.

3. The Bid submission should be submitted in a sealed envelope or box.
4. Where signatures are required, the Bids designated as originals should have a handwritten signature and be signed in blue ink;
5. The Department discourages overly lengthy Bids. Therefore, marketing brochures, user manuals or other materials, beyond that sufficient to present a complete Bid, are not desired and will not be reviewed or evaluated. Elaborate artwork or expensive paper is not necessary or desired. In order for the Department to evaluate bids fairly and completely, all Bids should follow the format described in this IFB and provide all requested information and no extraneous or additional information or material.
6. Audio and/or videotapes are not allowed. Any submitted audio or videotapes will be ignored by the evaluation team.
7. In the event that a discrepancy is found between the electronic and hardcopy Bid, the content of the original hardcopy #1 will prevail.

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

7.1. No Bid Form

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

8. METHOD OF AWARD

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

8.1. General Information

Once a successful Bidder is selected, the Department will issue a Contract to the successful Bidder, substantially in the form of Attachment 8. In order to be considered responsible and responsive, the Bid must include all Invitation for Bid (IFB) required documents and meet the minimum qualifications as stated in the IFB.

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

8.2. Submission Review

The Department will examine all Bids that are received in a proper and timely manner. The Bid containing the lowest total price offered will be further evaluated to determine if it meets all bid submission requirements, as described in [Section 6.0](#) (Bid Format and Content) and [Section 7.0](#) (Bid Submission) for award. That process will be followed until an award is made.

8.3. Reference Checks

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

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 or commodities as specified in this IFB. The resultant contract shall not be binding until fully executed and approved by the New York State Office of the Attorney General and the Office of the State Comptroller.

9. ATTACHMENTS

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

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

The following attachments are attached and included in this IFB:

- A. Bid Submittal Document Checklist
- B. Bid Form

**ATTACHMENT A
 BID PACKAGE CHECKLIST**

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

Over the Counter Covid-19 Test Supply		
FOR THE MANDATORY BID REQUIREMENTS		
IFB §	REQUIREMENTS	INCLUDED
§ 6.1.1	Documentation of Bidder's Eligibility	<input type="checkbox"/>
§ 6.1.2	Attachment B- Bid Form	<input type="checkbox"/>
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 Participation Requirements:	<input type="checkbox"/>
	Attachment 5 - Form 4	<input type="checkbox"/>
	Attachment 5 - Form 5 (If Applicable)	<input type="checkbox"/>
§ 6.2.5	FOIL	<input type="checkbox"/>
§ 6.2.6	Attachment 6- Encouraging Use of New York Businesses	<input type="checkbox"/>
§ 6.2.7	Attachment 7 - Bidder's Certified Statements, completed & signed.	<input type="checkbox"/>
§ 6.2.8	Attachment 9 – References	<input type="checkbox"/>
§ 6.2.9	Attachment 11 - Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination	<input type="checkbox"/>
§ 6.2.10	Attachment 12 – Executive Order 16 Prohibiting Contracts with Entities Conducting Business in Russia	<input type="checkbox"/>

**ATTACHMENT B
BID FORM**

Bidder: _____

Estimated minimum quantity over term of contract is 24,000,000 test kits or 2,000,000 test kits per month.

Estimated maximum quantity over term of contract is 120,000,000 test kits or ten (10) times the minimum monthly supply

Item	*Price Per Test Kit
Test Kits	

*The bid price will be per unit and includes FOB shipping and minimum expiration date of eight (8) months. Defective product replacement, upon acceptance of the shipment.

There is no guarantee of actual order quantities. Payment shall be based upon the actual amount ordered. Failure to complete and submit this Bid Form with the Bid will result in disqualification.

Signature of Bidder's Authorized Representative

Date

Printed Name of Signatory

Title

Telephone Number: