



***AMENDED* INVITATION FOR BID
CHANGES IN RED**

ENTITLED:

“Clinical Laboratory Services”

RELEASE DATE:

September 6, 2024

PROPOSAL DUE DATE:

~~**October 17, 2024**~~

Revised: October 31, 2024

IMPORTANT NOTICE: A Restricted Period under the Procurement Lobbying Law is currently in effect for this Procurement, and it will remain in effect until State Comptroller approval of the resultant Contract. During the Restricted Period for this Procurement ALL communications must be directed, in writing, solely to the Designated Contact as listed in Section 2 of this IFB and shall be in compliance with the Procurement Lobbying Law and the NYS Department of Civil Service “*Rules Governing Conduct of Competitive Procurement Process*” (refer to IFB, Section 2: Procurement Administrative Information).

**All inquiries, questions, filings, and submission of
Proposals must be directed in writing to:**

**Dyane McGee
New York State Department of Civil Service
Attn: Office of Financial Administration
Empire State Plaza, Swan Street Building – Core 1
Albany, New York 12239
DCSContracts@cs.ny.gov**

Timothy R. Hogues
Commissioner
NYS Department of Civil Service

Dr. Donald McLaren
Medical Director
Employee Health Services

| | |
|--|-----------|
| SECTION 1: INTRODUCTION | 4 |
| 1.0 AMENDED Timeline of Key Events | 4 |
| 1.1 Purpose | 4 |
| 1.2 Period of Performance | 5 |
| 1.3 Overview of the Employee Health Service Unit | 5 |
| 1.4 Minimum Offeror Eligibility Requirements | 6 |
| SECTION 2: PROCUREMENT ADMINISTRATIVE INFORMATION | 7 |
| 2.1 Designated Contact | 8 |
| 2.2 Submission of Errors or Omissions in this IFB Document | 10 |
| 2.3 Submission of Questions | 10 |
| 2.4 Bid Deviations | 10 |
| 2.5 Department of Civil Service Reservation of Rights | 11 |
| 2.6 Disclosure of Proposal Contents – Freedom of Information Law (FOIL) | 13 |
| 2.7 New York State Required Certifications | 14 |
| 2.8 New York Subcontractors and Suppliers | 15 |
| 2.9 MWBE, SDVOB, & EEO REQUIREMENTS | 15 |
| SECTION 3: PROJECT SERVICES | 16 |
| 3.1 Required Project Services | 16 |
| 3.2 Operational and Administrative Service Requirements | 24 |
| SECTION 4: PROPOSAL SUBMISSION | 29 |
| 4.1 Submission of Proposal | 29 |
| 4.2 Administrative Proposal | 31 |
| SECTION 5: DETERMINATION/METHOD OF AWARD | 35 |
| 5.1 Financial Proposal Evaluation | 36 |
| 5.2 Notification of Tentative Contract Award | 36 |
| 5.3 Debriefing | 36 |
| 5.4 Submission of a Protest | 36 |
| SECTION 6: ADDITIONAL PROVISIONS | 38 |
| 6.1 Change Requests | 38 |
| 6.2 Duties and Responsibilities | 39 |
| 6.3. Maintenance of Confidential Employee Records | 39 |
| 6.4 Entire Contract | 39 |

Appendices, Attachments and Exhibits

| | |
|----------------------|---|
| Appendix A | Standard Clauses for New York State Contracts, June 2023 |
| Appendix B | Standard Clauses for All Department Contracts, March 2024 |
| Appendix C | Information Security Requirements, March 2024 |
| Appendix D | MWBE/EEO |
| Appendix E | Insurance Requirements |
| | |
| ATTACHMENT 1 | Offeror's Certification Form |
| ATTACHMENT 2 | Formal Offer Letter |
| ATTACHMENT 3 | Questions Template |
| ATTACHMENT 4 | Non-Material Deviations Template |
| ATTACHMENT 5 | FOIL Redaction Chart |
| ATTACHMENT 6 | Biographical Sketch Form |
| ATTACHMENT 7 | Key Subcontractors or Affiliates |
| AMENDED ATTACHMENT 8 | Schedule of Fees |
| ATTACHMENT 9 | Staffing Requirements Form |
| ATTACHMENT 10 | Facility Requirements Form |
| Exhibit 1 | Proposal Submission Checklist |
| Exhibit 2 | Draft Contract |

SECTION 1: INTRODUCTION

1.0 Timeline of Key Events

| EVENT | DATE |
|---|---|
| Issuance of Invitation for Bid | September 6, 2024 |
| Deadline for Submission of Written Questions | September 19, 2024, 12 p.m. ET October 3, 2024, 12 p.m ET |
| Responses to Written Questions Posted | September 26, 2024, October 10, 2024 |
| Deadline for Submission of Proposals | October 17, 2024, 12:00 Noon ET October 31, 2024, 12:00 p.m ET |
| Anticipated Tentative Award | October 31, 2024 November 14, 2024 |
| Anticipated Receipt of Signed Contract from Tentative Awardee | December 05, 2024 December 19, 2024 |
| Contract Start Date | April 1, 2025 |

1.1 Purpose

The purpose of this Invitation for Bid (“IFB” or “Procurement”), entitled “**Clinical Laboratory Services**” is to competitively secure the services of a qualified organization, either directly or through subcontracts with qualified organizations, to perform the following services:

- A. Clinical laboratory testing services;**
- B. Phlebotomy and other specimen collection services;**
- C. Specimen courier services; and**
- D. Testimony at legal and/or administrative proceedings.**

This IFB defines minimum contract requirements, details response requirements, and outlines the Department’s process for evaluating responses and selecting an Offeror.

The Department will only contract with a single Offeror, which will be the sole contact regarding all provisions of the Contract.

This IFB and other relevant information may be reviewed at:

1.2 Period of Performance

The term of this Agreement shall be for a period commencing on April 1, 2025, and shall continue for a period of up to five years.

In accordance with New York State policy and New York State Finance Law section 112(2), the resulting contract is deemed executory until it has been approved by the New York State Attorney General's Office (AG) and approved and filed by the New York State Office of the State Comptroller (OSC).

1.3 Overview of the Employee Health Service Unit

The Employee Health Service ("EHS") is responsible for providing medical examination services, including pre-employment, fitness-for-duty/return to work, and occupational health examinations. A full-time staff of physicians, nurse practitioners, registered nurses, and medical technicians conduct medical examinations and diagnostic testing in the EHS clinic located in Cohoes. In addition, EHS operates nurses' stations and part-time medical examination centers in Hauppauge, Brooklyn, Syracuse, Albany, Utica, and Buffalo. EHS also performs medical examinations at New York State agency locations throughout the State.

Listed below is an estimate of the number and types of clinical laboratory tests expected to be ordered by EHS per year. The estimate is based on the number of clinical laboratory tests ordered during the previous calendar year. This list is provided for information purposes only and should not be considered a representation, warranty or guarantee of the level of service which may result during the term of the Contract.

| Work Load Estimate (tests per year) | | | |
|--|---------------|---------------------------|---------------|
| | Volume | | Volume |
| Profile 1 | 13,500 | VDRL | 10 |
| Profile 2 | 125 | B. Burgdorferi AB | 10 |
| 10-Panel Drug Screen | 5,500 | HCV AB | 10 |
| Zinc Protoporphyrin | 900 | Polychlorinated Biphenyls | 25 |
| Lead, Blood | 900 | Hepatitis B surface AG | 10 |
| PSA, Total | 120 | Hepatitis B core AB | 10 |
| Hepatitis B surface AB | 30 | Complete urinalysis | 10 |
| Blood Alcohol | 125 | Hemoglobin A1C | 30 |

| | | | |
|------------------------------|-----|------------------------------------|---------------|
| Cholinesterase, Plasma | 175 | Thyroid Profile | 50 |
| Cholinesterase, RBC | 175 | Heavy metals, urine | 10 |
| HIV-1, Elisa Screen w/ conf. | 10 | Hematology Panel | 10 |
| Other Tests | 100 | | |
| | | Total Estimated Test Volume | 21,500 |

1.4 Minimum Offeror Eligibility Requirements

Offerors must meet the following Minimum Offeror Eligibility Requirements to be eligible to submit a Proposal. Offeror means any responsible and eligible entity submitting a responsive Proposal to this IFB. Failure to meet these Minimum Offeror Eligibility Requirements will result in a Proposal being found non-responsive and will be eliminated from consideration.

- A. The Offeror must, at time of Proposal submission possess the legal capacity to enter into a Contract with the Department including all registrations, filings, approvals, authorizations, consents, and examinations required by any governmental authority for the provision of the delivery of Project Services (as detailed in Section 3 of this IFB).
- B. The Offeror must represent and warrant that, at time of Proposal submission, it possesses adequate staffing resources, financial resources, and organizational capacity to perform the type, magnitude, and quality of work specified in the IFB.
- C. The Offeror must represent it has been in business for at least three years.
- D. In the past three years the Offeror must have performed similar services for a similar sized organization with similar requirements as described in this IFB.
- E. The Offeror's facilities must have the appropriate New York State clinical laboratory permits and or Federal permits required for performing all of the services described in this IFB.
- F. The Offeror's medical staff assigned to perform the Project Services must have the appropriate State and Federal licenses/credentials to perform the Services in this IFB.

G. The Offeror must have sufficient facilities across New York State to perform the services in this IFB. Please see section 3, Part B 3 for locations.

H. All of the Offeror's locations in their proposal must be ADA compliant.

SECTION 2: PROCUREMENT ADMINISTRATIVE INFORMATION

This Procurement is subject to the New York State competitive bidding laws and also governed by, at a minimum, the legal authorities referenced below. An Offeror must fully comply with the provisions set forth in this section of the IFB, as well as the provisions of Appendix A – the Standard Clauses for New York State Contracts, Appendix B – the Standard Clauses for All Department Contracts, Appendix C – Information Security Requirements, Appendix D – MWBE/EEO/SDVOB Requirements, and Appendix E – Insurance Requirements which will become a part of the resulting contract. The Department will consider for evaluation and selection purposes only those Offerors who agree to comply substantially with these provisions.

The Contract resulting from this solicitation shall be deemed inclusive of the following documents. Only documents expressly mentioned below shall be deemed a part of the resulting Contract, unless DCS in its sole discretion determines otherwise. Conflicts between the documents shall be resolved in the following order of precedence:

- A. Appendix A – Standard Clauses for NYS Contracts, dated June 2023;
- B. Any Amendments to the body of the Contract;
- C. The Contract body including the appendices and attachments as described in the contract Appendix B - Standard Clauses for all Department of Civil Service Contract;
- D. Appendix C – Information Security Requirements;
- E. Appendix D – MWBE/EEO/SDVOB Requirements/Forms;
- F. Appendix E – Insurance Requirements;
- G. Appendix F – Fee Schedule;
- H. Official Responses to Questions from the Vendors;
- I. This IFB including any Addenda;
- J. Selected Contractor's Proposal, including and any clarifications resulting from Demonstrations, Management Interviews or Department Requests for Clarifications and Contractor's responses.

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

This IFB outlines the terms and conditions and all applicable information required for submission of a proposal. Proposers should pay strict attention to the Deadline for Submission of Proposals in Section 1.0 (Calendar of Events) to prevent disqualification. To ensure compliance with these requirements and to prevent possible disqualification, Proposers should follow the format and instructions contained in this document.

Attachment 1 Offeror's Certification Form contains information that is required to be certified and impacts the entire procurement process. Offerors are encouraged to read and understand these attestations as a first step in this IFB.

The Offeror is required to review Appendix A—Standard Clauses for New York State Contracts. Appendix A contains important information related to the contract to be entered into as a result of this IFB and will be incorporated, without change or amendment, into the contract entered into between the Department and the selected Offeror. By submitting a response to the IFB, the Proposer agrees to comply with all the provisions of Appendix A.

The Offeror is also required to review, and is requested to have legal counsel review, Exhibit 2 (Draft Contract) as the Offeror must be willing to enter into an Agreement substantially in accordance with the terms should the Proposer be selected for contract award.

The Department has taken care in preparing the data accompanying this IFB (hard copy attachments, website attachments, and sample document attachments). However, the Department does not warrant the accuracy of the data. The numbers or statistics which appear in hardcopy attachments, website attachments, and sample document attachments referenced throughout this IFB are for informational purposes only and should not be used or viewed by prospective Offerors as guarantees or representations of any levels of past or future performance or participation. Accordingly, prospective Offerors should rely upon and use such numbers or statistics in preparing their Proposal at their own discretion. Guarantees or representations of any levels of past or future performance or participation. Accordingly, prospective Offerors should rely upon and use such numbers or statistics in preparing their Proposal at their own discretion.

2.1 Designated Contact

All inquiries, questions, filings, and submission of Proposals in regard to the IFB must be directed in writing to the Designated Contact listed below. Proposals may not be submitted by e-mail or facsimile. Any inquiries, questions, filings, or submission of Proposals that are submitted to any other contact or physical address shall not be considered as official, binding, or as having been received by the Department.

In accordance with New York State Finance Law § 139-j(2)(a) (Procurement Lobbying Law (PLL)), the following individual is the Designated Contact for this Solicitation. All questions relating to this Solicitation must be addressed to the following Designated Contact:

Dyane McGee

New York State Department of Civil Service

Attn: Office of Financial Administration

Empire State Plaza, Swan Street Building – Core 1

Albany, New York 12239

DCSContracts@cs.ny.gov

2.1.1 Restrictions on Contacts Between Offerors and State Staff During the Procurement Process

- A. Pursuant to New York State Finance Law sections 139-j and 139-k, this Procurement imposes certain restrictions on communications between the Department and an Offeror during the procurement process. An Offeror is restricted from making contacts unless the contact falls within certain statutory exceptions (“permissible contacts”) set forth in State Finance Law §139-j(3)(a), from the earliest posting, on the Department’s website, in a newspaper of general circulation, or in the procurement opportunities newsletter in accordance with Article 4-C of the Economic Development Law, of written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals, or any other method provided for by law or regulation for soliciting a response from Offerors intending to result in a contract with the Department through final award and approval of the contract by the Department and, if applicable, the Office of the State Comptroller). This time period is defined as the Restricted Period. The Designated Contact for this procurement is set forth in section 2.1 of this IFB. Staff is required to obtain certain information from an Offeror whenever contacted about the procurement during the restricted period and is required to make a determination of the Offeror’s responsibility that addresses the Offeror’s compliance with the statutory requirements. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offeror is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found at <https://www.ogs.ny.gov/ACPL/>

- B. The Department strictly controls communications between any Offeror and participants in the procurement process. "Offeror" means the individual or entity, or any employee, agent or consultant or person acting on behalf of such individual or entity, who contacts the Department about a governmental procurement during the restricted period of such governmental procurement whether or not the caller has a financial interest in the outcome of the procurement; provided, however, that a governmental agency or its employees that communicate with the Department regarding a governmental procurement in the exercise of its oversight duties shall not be considered an Offeror. "Offeror" includes prospective Offerors prior to the due date for the submission of offers/Proposals in response to the solicitation document.

2.2 Submission of Errors or Omissions in this IFB Document

If an Offeror discovers any ambiguity, conflict, discrepancy, omission, or other error in this IFB, the Offeror shall immediately notify the Department's Designated Contact via the email address listed in Section 2.1 of the IFB of such error or omission and request clarification or modification of the document.

If, prior to the Deadline for Submission of Proposals, an Offeror fails to notify the Department of a known error or omission or an error or omission that reasonably should have been known, the Offeror shall assume the risk of proposing. If awarded the Contract, the Offeror shall not be entitled to additional compensation by reason of the error or omission or its correction.

The Department reserves the right to determine and act in the best interests of the State in resolving any assertion of error or omission in this IFB document.

2.3 Submission of Questions

Using the Questions Template (Attachment 3), a prospective Offeror may submit questions concerning the content of this IFB via email to the Designated Contact's address specified in Section 2 of this IFB. Only those questions received prior to the Questions Due Date specified in Section 1 of this IFB will be accepted. After the Questions Due Date, the Department will provide an email notification of the posting of all questions and the Department's Official Responses. The Questions and Official Responses will also be posted to:

<https://www.cs.ny.gov/Labservices2024/>.

2.4 Bid Deviations

The Department will not entertain bid deviations to Standard Clauses for New York State Contracts (Appendix A). The Department also will not entertain material and substantive bid deviations to the solicitation, nor to the Standard Clauses for All Department Contracts (Appendix B), Health Insurance Portability and Accountability Act (HIPAA) Business Associate requirements (Appendix B1), Information Security Requirements (Appendix C) MWBE/EEO/SDVOB Requirements (Appendix D) and the Insurance Requirements (Appendix E). NYS law precludes awarding a contract based on material deviation(s) from the specifications, terms, and/or conditions set forth in the solicitation. Therefore, Submissions containing a bid deviation (including additional, inconsistent, conflicting, or alternative terms) that are a material and substantive change from the specifications, terms, and conditions set forth in the solicitation may render the Submission non-responsive and may result in rejection of the submission.

If the Offeror has an issue or concern regarding provisions in the solicitation and is considering a submission containing a bid deviation, the Offeror is strongly advised to raise such issues and/or concerns during the question-and-answer period so the Department may give due consideration to the issue prior to submission. Failure to use the question-and-answer period and instead submitting a bid deviation, could render the entire Submission non-responsive and be rejected in its entirety.

In general, a material and substantive bid deviation is one that would (i) impair the interests of New York State, (ii) place the successful Offeror in a position of unfair economic advantage, (iii) place other Offerors at a competitive disadvantage, or (iv) which, if it had been included in the original solicitation, could have formed a reasonable basis for an otherwise qualified Offeror to change its determination concerning the Submission. For example, a deviation that would substantially shift liability (risk) or financial responsibility from the Offeror to New York State would be considered material.

2.5 Department of Civil Service Reservation of Rights

An Offeror is required to submit the signed and notarized Offeror's Certification Form (Attachment 1) with its Administrative Proposal submission. This notarized attachment sets forth the Offeror's attestation and agreement to abide by laws, Procurement Guidelines, and Executive Orders governing New York State Procurement and any additional requirements set forth in this IFB.

In addition to any rights articulated elsewhere in this IFB, the Department reserves the right to:

- A. Make or not make an award under the IFB, either in whole or in part;
- B. Prior to the Proposal opening, amend the IFB. If the Department elects to amend any part of this IFB, such amendments will also be posted to <https://www.cs.ny.gov/Labservices2024/>.

- C. Prior to the Proposal opening, direct Offerors to submit Proposal modifications addressing subsequent IFB amendments;
- D. Withdraw this IFB, at any time, in whole or in part, prior to OSC approval of award of the Contract;
- E. Waive any requirements that are not material;
- F. Disqualify any Offeror whose conduct and/or Proposal fails to conform to any of the mandatory requirements of this IFB;
- G. Require clarification at any time during the Procurement process and/or require correction of apparent errors for the purpose of assuring a full and complete understanding of an Offeror's Proposal and/or to determine an Offeror's compliance with the requirements of this IFB;
- H. Reject any or all Proposals received in response to this IFB;
- I. Change any of the scheduled dates stated in this IFB;
- J. Seek clarifications and revisions of Proposals;
- K. Establish programmatic and legal requirements to meet the Department's needs, and to modify, correct, and/or clarify such requirements at any time during the Procurement, provided that any such modifications would not materially benefit or disadvantage any particular Offeror;
- L. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the Offerors;
- M. For the purposes of ensuring completeness and comparability of the Proposals, analyze submissions and make adjustments or normalize submissions in the Proposal(s), including the Offeror's technical assumptions, and underlying calculations and assumptions used to support the Offeror's computation of costs, or to apply such other methods it deems necessary to make level comparisons across Proposals;
- N. Use the Proposal, information obtained through any site visits, and the Department's own investigation of an Offeror's qualifications, experience, ability or financial standing, and any other material or information submitted by the Offeror in response to the Department's request for clarifying information, if any, in the course of evaluation and selection under this IFB;

- O. Negotiate with the successful Offeror within the scope of this IFB in the best interests of the Department;
- P. Utilize any and all ideas submitted in the Proposal(s) received except to the extent such information/ideas are protected under the New York State Freedom of Information Law, Article 6 of the Public Officers Law as critical infrastructure information or trade secrets;
- Q. If the Department determines that contract negotiations between the Department and the selected Offeror are unsuccessful, the Department may invite the Offeror with the next Lowest Projected Cost to enter into negotiations for purposes of executing a Contract. Prior to negotiating with the Offeror with the next Lowest Projected Cost, the Department will notify the Offeror originally selected and provide the date when negotiations shall cease should an agreement not be reached. Costs will not be recalculated for any remaining Offerors should contract negotiations between the Department and the selected Offeror be unsuccessful because of material differences in key provision(s);
- R. Unless otherwise specified in this IFB, every offer is firm and not revocable for a minimum period of one hundred and eighty (180) days from the Proposal Due Date as set forth in the IFB; and
- S. Any Offeror whose Proposal might become eligible for a tentative award may be asked to extend the time for which its Proposal shall remain valid if the original award is withdrawn.

2.6 Disclosure of Proposal Contents – Freedom of Information Law (FOIL)

NOTICE TO OFFEROR AND ITS LEGAL COUNSEL

All materials submitted by an Offeror in response to this IFB shall become the property of the Department and may be returned to the Offeror at the sole discretion of the Department. Proposals may be reviewed or evaluated by any person, other than one associated with a competing Offeror, designated by the Department. Offerors may anticipate that Proposals will be evaluated by staff and consultants retained by the Department and may also be evaluated by staff of other New York State Agencies. The Department has the right to adopt, modify, or reject any or all ideas presented in any material submitted in response to this IFB.

The Department shall take reasonable steps to protect from public disclosure any records or portions thereof relating to this solicitation that are exempt from disclosure under FOIL. Information constituting trade secrets or critical infrastructure information for purposes of FOIL must be clearly marked and identified as such by the Offeror upon submission. To request that materials be protected from FOIL or other disclosure, the Offeror must follow

the procedures below. If an Offeror believes that any information in its Proposal or supplemental submission(s) constitutes proprietary and/or trade secret or critical infrastructure information and desires that such information not be disclosed pursuant to the New York State Freedom of Information Law, Article 6 of the Public Officers Law, the Offeror must make that assertion by completing a FOIL Redaction Chart (Attachment 5). The Department occasionally posts extant contracts on its public facing website. Redactions submitted on Attachment 5 will be considered using the precedents and regulations regarding FOIL to determine what information will be withheld from that posting.

See Submission Guidelines for more details.

- A. During the Proposal evaluation process, the Department may request additional information through clarification requests. Any requested redactions for additional written material provided by the Offeror in response to the Department's requests also must be submitted following the redaction instructions, above, however, may be returned as PDF attachments via email when responding to clarification requested.
- B. Upon acceptance and signature of the Contract submitted for execution by the Department and approval by controlling agencies, if applicable, the Contractor is requested to provide any requested redactions of the signed contract at the time the Contractor signs and submits the contract to the Department. The requested redactions from the executed contract may be emailed as a PDF with the above redaction methods requested.

2.7 New York State Required Certifications

An Offeror is required to submit the signed Offeror's Certification Form (Attachment 1) with its Proposal submission. This attachment sets forth the Offeror's attestation that the Offeror meets the minimum qualifications and has binding authority to submit a Proposal. Additionally, it acknowledges and attests the Offeror's ability to meet the minimum requirements to submit a Proposal, as well as certifying compliance with the MacBride Fair Employment Principles and Non-Collusive Bidding Certification as well as attestation the Offeror has read and will abide by New York State Finance Law 139 j-k Lobbying Law and its permissible contacts. It also sets forth the certifications regarding compliance with the Federal Americans with Disabilities Act, compliance with the New York State Public Officers Law, certification required under Executive Order No. 177 and certification required by New York State Finance Law section 139-l regarding written sexual harassment policies and Executive Orders 14 and 16, certifying the offeror is not a Russian entity or doing business with a Russian entity.

2.8 New York Subcontractors and Suppliers

An Offeror is required to complete New York State Subcontractors and Suppliers section found in (Attachment 1) and must be submitted with the Offeror's Administrative Proposal. 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 NYS, an Offeror for this IFB is strongly encouraged and expected to consider NYS businesses in the fulfillment of the requirements of the Contract. Such partnering may be as subcontractors, suppliers, protégés, or other supporting roles.

2.9 MWBE, SDVOB, & EEO REQUIREMENTS

2.9.1 Minority and Woman-Owned Business Enterprise Requirements (MWBE)

There are Zero Goals assigned to this procurement. This is an Excluded Service.

Appendix D MWBE/EEO/SDVOB Requirements provides the policies and required forms of the Department with regard to participation by MWBE, EEO, and SDVOB with respect to Contracts with the Department. In accordance with the provisions outlined in Appendix D, it is the intention of the Department to provide real and substantial opportunities for certified M/WBE's and SDVOB's on all Department contracts. It is with this intention that the Department has assigned M/WBE participation goals to this contract.

Proposers submitting a proposal in response to this IFB agree to make good-faith efforts to promote and assist the participation of certified M/WBEs and SDVOB's as subcontractors and suppliers on this project, for the provision of services and materials in an amount at least equal to 0% MBE and 0% WBE of the total dollar value of the contract to be entered into as a result of this IFB. The same firm cannot be used to fulfill both MBE and WBE requirements. These participation goals shall be applicable to the contract as a whole and will be monitored by the Department for compliance.

2.9.2 Equal Employment Opportunities for Minorities and Women

In addition to the requirements stated in Appendix A, Clause 12, and to ensure complete compliance with such requirements (and with the Article and the Regulations adopted

pursuant thereto), the Proposer shall submit to the Department with its proposal Contractor's/Subcontractor's EEO Staffing Plan of Anticipated Workforce; and further, selected Proposer shall submit on a semi-annual basis Contractor's/ Subcontractor's EEO Workforce Utilization Report as found in Appendix D.

2.9.3 Service-Disabled Veteran-Owned Businesses (SDVOB)

Article 3 of the Veteran's Service Law establishes a program to encourage state agencies to foster the use of Service-Disabled Veteran-Owned Businesses (SDVOBs) on state contracts. OSC expects proposers to make good faith efforts to solicit active participation by New York State certified SDVOBs in the performance of the contract to be awarded as a result of this IFB. Such participation may be as partners, joint venturers, subcontractors, suppliers, protégés or other roles. SDVOBs can be readily identified in the directory of certified businesses at:

<https://online.ogs.ny.gov/SDVOB/search>

Proposers are reminded that they must continue to use small, minority and women-owned businesses and Service-Disabled Veteran-Owned Businesses consistent with current New York State law.

SECTION 3: PROJECT SERVICES

3.1 Required Project Services:

- A. Clinical laboratory testing services;**
- B. Phlebotomy and other specimen collection services;**
- C. Specimen courier services; and**
- D. Testimony at legal and/or administrative proceedings.**

A. Clinical Laboratory Testing Services:

The Clinical Laboratory Testing Services markers are critical components that will ensure the delivery of quality health services to EHS clients by the Offeror. The Clinical Laboratory Testing Services encompass a full range of laboratory tests that will be provided by the Offeror with the approval of EHS.

As EHS seeks to ensure that state-of-the-art testing is available for its clients, all current test procedures and any new procedures that may be added during the term of Contract must be performed in accordance with accepted medical practices.

Listed below are the tests required for the Chemistry Screen Panel, Hematology Panel, and Complete Urinalysis. These tests may be ordered as singular panels as per the requesting State Agency’s need or as grouped laboratory tests (Profile) as shown below. EHS will defer to a State Agency’s request regarding the client’s examination needs.

Additional tests that must be provided individually, but are not included in the Chemistry Screen Panel, Hematology Panel, or Complete Urinalysis are listed below under the heading “Separate Tests.”

Routine drug screening and blood alcohol testing is required as described below.

1. Singular Panels

a. Chemistry Screen

The laboratory tests that must be included in the Chemistry Screen Panel are listed below.

| | | |
|------------------------|--------------------|-------------------------|
| Glucose | Sodium | Total Protein |
| Chloride | BUN | Albumin/Globulin Ratio |
| BUN / Creatinine Ratio | Globulin | G-Glutamyl Transpeptide |
| Calcium | Direct Bilirubin | LDH |
| Albumin | Transaminase, SGPT | Carbon Dioxide |
| Total Bilirubin | Cholesterol | EGFR |
| Alkaline Phosphatase | Transaminase SGOT | Phosphate |
| Iron | Potassium | Creatinine |
| Triglycerides | | |

b. Hematology Panel

The Hematology Panel must include cell counts, RBC indices, WBC differential, and a microscopic examination (when indicated) as well as the tests and procedures specified below.

| | | |
|---|-------------|----------------|
| WBC | RBC | HGB |
| HCT | MCH | MCHC |
| MCV | Basophils | Monocytes |
| Neutrophils | Eosinophils | Platelet Count |
| Lymphocytes | | |
| WBC differential must include both a percent and absolute count for each cell type. | | |

c. Complete Urinalysis

The Complete urinalysis panel must include both a dipstick and microscopic examination of the urine as well as the following tests and procedures:

| | | |
|---|------------------|-----------|
| Color | Appearance | pH |
| Specific Gravity | Ketones | Protein |
| Glucose | Blood | Bilirubin |
| Leukocyte Esterase | Nitrite | WBC |
| RBC | Epithelial Cells | Bacteria |
| The presence of casts, crystals, yeasts, etc., must be noted in the report. | | |

Grouped Laboratory Tests

a. Profile 1

Profile 1 includes all the tests listed above in:

- a. Chemistry Screen Panel;
- b. Hematology Panel; and
- c. Complete Urinalysis.

b. Profile 2

Profile 2 includes all the tests in the Grouped Laboratory Tests, plus Profile 1, plus a lipid analysis (with HDL and LDL at a minimum).

c. Separate Tests

The following tests are not part of any panel or profile. The separate tests are ordered individually as needed:

| | |
|------------------------|--------------------------------------|
| Zinc Protoporphyrin | HIV-1 Elisa Screen with confirmation |
| Lead, Blood | VDRL |
| PSA, Total | B. Burgdorferi AB |
| Hepatitis B surface AB | HCV AB |
| Hepatitis B surface AG | Polychlorinated Biphenyls |
| Hepatitis B core AB | Heavy Metals, Urine |
| Cholinesterase, Plasma | Hemoglobin A1C |
| Cholinesterase, RBC | Thyroid Profile |

3. Routine Drug Screening

The Offeror's clinical laboratory must be capable of providing both drug screen panels defined below. Both substance abuse panels must include tests with Gas Chromatography/Mass Spectrometry ("GC/MS") confirmation for the drugs and drug categories listed in each panel. The initial test level and the GS/MS confirmation level must meet the criteria defined for each panel:

3a. Hair Sample Collection

- 90-120 strands of hair are needed for the test (the amount resembles the circumference of a pencil or 1 centimeter in width if laid flat);
- Hair should be about 1.5 inches long, cut from the root end;
- Hair is typically cut from the crown of the back of the head; and
- If head hair is unavailable or too short, body hair may be used instead (chest, face, armpit, pubic area, or another unshaven part of the body).

Testing Process:

- The hair sample is collected/wrapped in foil;
- Initial screening is done using an ELISA test; and
- Positive results are confirmed using gas chromatography/mass spectrometry (GC/MS).

Substance Abuse Panel 1 (3. Routine Drug Screening and 3a. Hair Sample Collection.)

a.

| Substance | Initial Test Level | GC/MS Confirmation Level |
|-----------------------|--------------------|--------------------------|
| Amphetamines | 1000 ng/mL | 500 ng/mL |
| Barbiturates | 300 ng/mL | 200 ng/mL |
| Benzodiazepines | 300 ng/mL | 200 ng/mL |
| Buprenorphine | 5 ng/mL | 2 ng/mL |
| Cocaine Metabolites | 300 ng/mL | 150 ng/mL |
| Hydrocodone | 300 ng/mL | 300 ng/mL |
| Marijuana Metabolites | 50 ng/mL | 15 ng/mL |
| Methadone | 300 ng/mL | 200 ng/mL |
| Methaqualone | 300 ng/mL | 200 ng/mL |
| Opiates | 300 ng/mL | 300 ng/mL |
| Oxycodone | 100 ng/mL | 100 ng/mL |
| Phencyclidine | 25 ng/mL | 25 ng/mL |
| Propoxyphene | 300 ng/mL | 200 ng/mL |

Substance Abuse Panel 2 (3. Routine Drug Screening and 3a. Hair Sample Collection)

a.

| Substance | Initial Test Level | GC/MS Confirmation Level |
|---------------------|--------------------|--------------------------|
| Amphetamines | 1000 ng/mL | 500 ng/mL |
| Barbiturates | 300 ng/mL | 200 ng/mL |
| Benzodiazepines | 300 ng/mL | 200 ng/mL |
| Buprenorphine | 5 ng/mL | 2 ng/mL |
| Cocaine Metabolites | 300 ng/mL | 150 ng/mL |
| Hydrocodone | 300 ng/mL | 300 ng/mL |
| Methadone | 300 ng/mL | 200 ng/mL |
| Methaqualone | 300 ng/mL | 200 ng/mL |
| Opiates | 300 ng/mL | 300 ng/mL |
| Oxycodone | 100 ng/mL | 100 ng/mL |
| Phencyclidine | 25 ng/mL | 25 ng/mL |
| Propoxyphene | 300 ng/mL | 200 ng/mL |

4. Blood Alcohol Testing

The Offeror's clinical laboratory must be capable of providing blood alcohol testing that includes tests with a GC confirmation test level of 0.01 g/dL.

B. Phlebotomy and Other Specimen Collection Services

1. Drug screening and confirmation specimens that result in positive findings must be retained by the Offeror for one calendar year in the event retesting is necessary.
2. EHS clinical staff performs all phlebotomy and specimen collection activities when conducting examinations in Cohoes, Hauppauge, Brooklyn, Utica, Syracuse and Buffalo as well as at New York State agency locations. This represents the majority of EHS' laboratory test volume. However, EHS has, on occasion, a need for phlebotomy and other specimen collection activities throughout New York State. EHS clients typically travel to Cohoes or other examination sites from other regions in the State. If a laboratory test must be performed because of one of the following reasons, it is more advantageous to refer the client to a specimen collection site geographically closer to their home rather than having the individual travel back to Cohoes or the original examination site.

- a. Tests must be repeated because the original sample hemolyzed.
 - b. Tests must be repeated because abnormal results were obtained with the original sample.
 - c. Drug screens and blood alcohol testing need to be conducted or repeated for various reasons.
 - d. Client requires testing as a result of blood-borne pathogen exposure.
 - e. Client does not require an examination, but only needs a laboratory test (i.e. hepatitis screening or blood lead level).
 - f. EHS staff is unable to obtain a specimen from the client (i.e. poor venous access).
3. The Offeror must make available specimen collection sites throughout New York State.

| <u>Geographic Region</u> | <u>Counties in the Geographic Region</u> |
|--------------------------|--|
| <u>Western New York</u> | <u>Allegany</u> <u>Cattaraugus</u> <u>Chautauqua</u> <u>Erie</u> <u>Genesee</u> <u>Livingston</u> <u>Monroe</u> <u>Niagara</u> <u>Ontario</u> <u>Orleans</u> <u>Seneca</u> <u>Wayne</u> <u>Wyoming</u> <u>Yates</u> |
| <u>Southern Tier</u> | <u>Broome</u> <u>Chemung</u> <u>Chenango</u> <u>Delaware</u> <u>Schuyler</u> <u>Steuben</u> <u>Tioga</u> |

| | |
|--------------------------------|---|
| | <u>Tompkins</u> |
| <u>Central New York</u> | <u>Cayuga</u> <u>Cortland</u> <u>Fulton</u> <u>Herkimer</u> <u>Madison</u> <u>Montgomery</u> <u>Oneida</u> <u>Onondaga</u> <u>Oswego</u> <u>Otsego</u> <u>Schoharie</u> |
| <u>Capital Region</u> | <u>Albany</u> <u>Columbia</u> <u>Greene</u> <u>Rensselaer</u> <u>Saratoga</u> <u>Schenectady</u> <u>Warren</u> <u>Washington</u> |
| <u>Hudson Valley</u> | <u>Dutchess</u> <u>Orange</u> <u>Putnam</u> <u>Rockland</u> <u>Sullivan</u> <u>Ulster</u> <u>Westchester</u> |
| <u>New York City</u> | <u>Bronx</u> <u>Kings</u> <u>New York</u> <u>Queens</u> <u>Richmond</u> |
| <u>Long Island</u> | <u>Nassau</u> <u>Suffolk</u> |
| | <u>Clinton</u> |

| | |
|----------------------|---|
| <u>North Country</u> | <u>Essex</u> <u>Franklin</u> <u>Hamilton</u> <u>Jefferson</u> <u>Lewis</u> <u>St. Lawrence</u> |
|----------------------|---|

C. Specimen Courier Services

The Offeror must confirm that specimens collected by EHS shall be picked-up upon request throughout New York State. In addition, a chain of custody determination is required when the Offeror transports specimens that were collected by EHS.

D. Testimony at Legal and Administrative Proceedings

1. The Offeror's medical and/or technical staff may be required to testify at hearings and administrative proceedings. The Offeror must specify in the Financial Section of the Proposal the hourly rate associated with providing such testimony. Failure of the Offeror's medical and/or clinical staff to testify at required proceedings may result in cancellation of the Contract.
2. The Offeror and its employees shall not represent nor testify on behalf of any party, other than the State of New York or the Offeror, who is or may be involved in any judicial, arbitration or administrative proceeding to which the State of New York is a party and which may arise out of or are related in any way to Project Services performed under the Contract, except as required by law or as may be expressly authorized by the State of New York in writing.

3.2 Operational and Administrative Service Requirements.

A. Requisition Forms and Supplies

During the term of the Contract, the Offeror must provide test requisition forms, specimen collection supplies, and specimen preparation and packaging supplies for use by EHS at all its examination sites. Direct delivery of these supplies to examination sites in Cohoes, Hauppauge, Brooklyn, Utica, Syracuse, and Buffalo must be provided. The Offeror will provide the necessary supplies for specimen collection when the collection is performed at the

Offeror's own locations, including but not limited to, specimen containers, tubes, tourniquets, needles, sharps and bio-hazard containers.

B. Test Results Reporting

Electronic reporting of test results is required. Results reporting for clinical laboratory tests (i.e., Profile 1 and Profile 2), routine drug screening, and blood alcohol testing must be received by EHS within two (2) business days following the collection of the specimen unless there is a problem with the specimen that makes it unable to be analyzed as expected.

If a specimen yields a laboratory result indicating a serious medical abnormality, such as seriously high blood glucose or low potassium levels, the Offeror must telephone this information to the EHS Medical Examination Center in Cohoes within 24 hours.

C. Statistical Reports

The Offeror is required to submit to the EHS Administrator quarterly reports stating the total number of each type of test performed. This report is to be due by March 31st, June 30th, September 30th, and December 31st of each year of the contract, starting on June 30, 2025.

D. Identification of Individuals

It is imperative that reasonable steps be taken by the Offeror to accurately identify the candidates presenting themselves for Project Services. The Offeror must not conduct a clinical laboratory test unless one of the following forms of identification is received from the candidate by the Offeror:

1. United States passport;
2. Certificate of United States citizenship;
3. Foreign passport;
4. State-issued driver's license or I.D. card with a photograph or information, including name, sex, date of birth, height, weight, and color of eyes;
5. US military card;
6. US Permanent Resident Card;
7. Application for Status as a Temporary Resident;

8. School identification card with photograph;
9. Voter's registration card;
10. Identification card issued by federal, state, or local government agencies;
11. Military dependent's identification card; or United States Coast Guard Merchant Mariner card.

E. Appointment Scheduling

All diagnostic testing services will be scheduled with the Offeror by EHS. The Offeror shall not schedule examinations directly for a Customer Agency or client. For the purposes of this IFB, Customer Agency is understood to mean those New York State departments and agencies to which EHS provides medical examinations services mandated or authorized by the Civil Service Law.

The Offeror shall schedule and conduct all specimen collections within seven (7) business days from receipt of notification from EHS that a given collection is required. However, an individual may be sent to a collection site for same day blood alcohol and urine drug testing. In addition, preplacement candidates may also appear for unscheduled testing.

All appointments shall be scheduled by the Offeror so that adequate time is spent by the Phlebotomist/collector. Appointments must be scheduled to minimize waiting time for individuals referred to the Offeror by EHS.

F. Facility Requirements

The Offeror shall provide facilities where clients will report to provide specimens.

The Offeror's facilities that are open to the public must be accessible to disabled Individuals in accordance with the Americans with Disabilities Act.

All the Offeror's facilities must meet New York State and Federal clinical laboratory regulations. All testing equipment must meet all New York State and Federal regulations for laboratory equipment certification (including all x-ray and laboratory equipment).

The Offeror must ensure that all equipment is maintained in accordance with the requirements of the manufacturer and meets the requirements for such test equipment as required by Federal and State regulations.

G. Staffing Requirements

In the *Formal Offer Letter* (Attachment 2), the Offeror must designate a single account executive (“Project Manager”) accountable to the State and responsible for ensuring that the needs of the State are met. These activities include scheduling clients, coordinating activities with EHS, and resolving contractual or administrative issues, including but not limited to billing and scheduling problems. The Project Manager shall also notify the Department of any actual or anticipated events impacting the delivery of Project Services and present options available to minimize or eliminate the impact of those events on the delivery of services.

H. Key Staff

Duties and Responsibilities

Throughout the term of the Contract, the Offeror must maintain an organization of sufficient size with staff that possesses the necessary skills and experience to administer, manage, and oversee all aspects of the Project in a timely manner.

- The Key Staff must be comprised of qualified and experienced individuals who are acceptable to the Department and who are responsible for ensuring that resources are in place to operate the Project in a timely and efficient manner.
- The Offeror must ensure that there is a process in place for the Key Staff to gain immediate access to appropriate corporate resources and senior management necessary to meet all Project requirements and to address any issues that may arise during the performance of the Contract.
- The Offeror’s Key Staff must be experienced, accessible and able to:
 1. Provide timely responses (within one (1) business day to administrative concerns and inquiries posed by the Department;
 2. Immediately notify the Department, in writing, of actual or anticipated events impacting Project delivery of services such as, but not limited to, legislation, litigation, and operational issues;
 3. Provide advice and recommendations regarding Project Services, including but not limited to technological improvements and innovation, with the understanding that the Department is under no obligation to act on such advice or recommendations; and
 4. Ensure that the Project is in compliance with all legislative and statutory requirements. If the Offeror is unable to comply with any legislative or statutory requirements, the Department must be notified in writing immediately.

I. Billing Procedures

A PDF itemized invoice along with an excel spreadsheet containing the below information must be sent to the Department on a monthly basis.

1. The PDF invoices and spreadsheet must identify the name and identification number of the individual providing the specimen;
2. Name and billing code of the clinical test performed;
3. Name and agency code requesting clinical test be performed;
4. Date of specimen collection;
5. Fee for each test performed;
6. All fees must match contract rates per test;
7. The invoice and spreadsheet must be sent to InvoiceApproval@cs.ny.gov.

SECTION 4: PROPOSAL SUBMISSION

4.1 Submission of Proposal

The Department has provided a Proposal Submission Checklist (Exhibit 1) to assist with organizing your proposal. Each Offeror must submit its Proposal submission in the method outlined below. Any Proposal submission that deviates from these Proposal submission requirements may be deemed non-responsive. Submission of other types of data storage devices will not be accepted.

A. Proposal Submission Requirements: TWO USB Flash Drive

- The Offeror must submit **two** USB flash drives.
- One USB flash drive will be your Proposal submission USB Flash Drive. Please see below for further details. The files for the Administrative and Technical files should be saved to the USB drive as Adobe, searchable, files. **(Please see exception below)** The files must be representative copies of the original documents, including original signatures.
- The Second USB will be your FOIL USB- Disclosure of Proposal Contents – Freedom of Information Law (FOIL)
 - At the time of Proposal submission, the Offeror is required to identify the portions of its Proposal that it is requesting to be redacted in the event that its Proposal is the subject of a FOIL request or is a contract the Department chooses to post on its public facing webpage as follows.
 - The Offeror must provide an electronic copy of Attachment 5 as well as the Administrative Proposal, the Technical Proposal, and the Financial Proposal on a separate, second USB storage drive and reflect the Offeror’s requested redactions. The electronic documents must be prepared in PDF format. Each specific portion of the Proposal documents requested to be protected from FOIL disclosure must be identified using the Adobe “Mark for Redaction” function; do not use the “Apply Redactions” function; or by highlighting such portions in yellow. The resulting documents must show the Offeror’s requested redactions as outlined, while the content remains visible. This will allow the Department to either apply or remove requested redactions when responding to FOIL requests. The documents included on the USB storage drive must be complete Proposals, including all Attachments. No section may be omitted from the USB storage drive even if the entire section is requested to be redacted; such sections should be marked for redaction, not removed. For forms, attachments, and charts, please mark for redaction only those cells/fields/entries that meet the criteria for protection from FOIL, not the entire

page. Do not request redaction of Department-supplied materials or information.

- Clearly mark the envelope and your USB flash drive as “Clinical Laboratory Services [Offeror’s Name].” Proposal or FOIL (Both USB’s can be in 1 envelope, please clearly label each USB.)

B. Additional Guidelines for Submission

- Schedule of Fees File (**AMENDED** Attachment 8) must be saved to the Proposal Submission USB in an Excel format. Do Not include this file in your Technical Proposal File. This file **MUST** be saved as a single file.
- Documents requiring signature should be signed with an ink pen (i.e., wet signature). Proposals submitted with e-signatures or scanned signatures may be accepted by the Department, at the Department’s discretion, subject to the requirements set forth herein.
- The Offeror must retain the original Proposal documents in its records. If the Offeror is selected for award, the Offeror must submit wet ink signed documents to the Department prior to contract execution.
- An Offeror is solely responsible for timely delivery of the Submission to the Department prior to the Submission Due Date stated in Section 1.1 of this IFB. Delays in United States mail deliveries or any other carrier, including couriers or agents of New York State, shall not excuse late Proposal submissions. If the Submission is delivered by mail or courier, the Department recommends that it be sent “Returned Receipt Requested”, so the Offeror obtains proof of timely delivery. No phone, facsimile or e-mail Submissions will be accepted for this IFB In addition, it is the sole responsibility of the Offeror to verify that all elements of the Submission are complete, correct and without error.
- Unless specifically required by the solicitation to be submitted as part of an Offeror’s submission, an Offeror is further advised that its standard, pre-printed material (including but not limited to product literature, order forms, manufacturer’s license agreements, standard contracts or other pre-printed documents), which are physically attached or summarily referenced in the Offeror’s Submission are not considered as having been submitted with or intended to be incorporated as part of the official offer contained in the Submission. Rather, such material shall be deemed by the Department to have been included by Offeror for informational or promotional purposes only. If such materials are requested by the solicitation, an Offeror must ensure that the materials are properly referenced.

- The Department is not liable for any costs incurred by any Offeror prior to approval of the Contract by OSC. Additionally, no costs will be incurred by the Department for any prospective Offeror or Offeror's participation in any Procurement-related activities. Further, the Department shall not be liable for any costs incurred by the Offeror prior to performing the activities set forth in Section 3 of this IFB.
- It is the Offeror's responsibility to ensure that the USB flash drive is free from any and all malicious software and that the files are accessible and uncorrupted. The Offeror should scan the USB flash drive before submission to ensure there is no malicious software (i.e., malware) on the drive and that all files are accessible and uncorrupted. The Department will perform a security scan on the USB flash drive before accessing the stored files. If the security scan identifies malicious software, or the files are inaccessible or corrupted, the Department may reject the submission and disqualify the Offeror from further consideration.

C. Submission Delivery

- All Submissions must be mailed or hand-delivered to the address provided in Section 2.1 of this IFB. To make arrangements for hand-delivery, the Offeror must notify the Designated Contact twenty-four hours (24) prior to delivery. All Submissions must be received by 12 Noon ET on the Submission Due Date as set forth in Section 1.1 of the IFB.
- Any submissions received after 12 Noon ET on the Submission Due Date, as specified in Section 1.1, may not be accepted by the Department, and may be returned to the submitting entity at the Department's discretion. All Submissions become the property of the Department.
- The Department will accept amendments and/or additions to an Offeror's Submission if the amendment and/or addition is received by the Submission Due Date. All amendments to an Offeror's Submission must be submitted in accordance with the format set forth in Section 1.1 of this IFB and will be included as part of the Offeror's Submission.

4.2 Administrative Proposal

The Administrative Proposal should contain all requirements listed below. A proposal that is incomplete in any material respect may be eliminated from consideration. The information requested should be provided in the prescribed format. All responses to the IFB will be subject to verification for accuracy. Additional details pertaining to the required forms are found in Section 2 of this IFB.

A. Attachment 1 Offeror's Certification Form

Submit a PDF copy of the signed and notarized Offeror's Certification Form (Attachment 1). Attachment 1 must be signed and executed by an individual with the capacity and legal authority to bind the Offeror in its offer to the Department.

B. Formal Offer Letter

Submit the Formal Offer Letter (Attachment 2). Attachment 2 must be signed and executed by an individual with the capacity and legal authority to bind the Offeror in its offer to the Department. Except as otherwise permitted under Section 2.1.6, Bid Deviations,

C. Non-Material Deviations

To submit a non-material bid deviation, an Offeror must complete and submit the proposed deviation(s) using the Non-Material Deviations Template (Attachment 4), as part of the Administrative Proposal Submission. If a non-material bid deviation does not meet these requirements, it shall not be considered by the Department and shall be rejected.

An Offeror who does not submit the Non-Material Deviations Template (Attachment 4), as part of the Administrative Proposal Submission is presumed to have no bid deviations.

D. FOIL Redaction Chart

Submit FOIL Redaction Chart (Attachment 5) The Offeror must complete the form specifically identifying by page number, line, or other appropriate designation, the specific information requested to be protected from FOIL disclosure and the specific reason why such information should not be disclosed. Page 2 of FOIL Redaction Chart (Attachment 5) contains information regarding appropriate justification for protection from FOIL disclosure. Vague, non-specific, or summary assertions that material is proprietary, or trade-secret are inadequate and will not result in protection from FOIL or other disclosure.

If the Offeror chooses not to assert any Proposal material and/or supplemental submission should be protected from FOIL disclosure, the Offeror should check the applicable box on FOIL Redaction Chart (Attachment 5) If a completed FOIL Redaction Chart (Attachment 5) form is not submitted, the Department will assume that the Offeror chooses not to assert that any proposal material or supplemental submission, as applicable, should be protected from FOIL disclosure.

Acceptance of the identified information by the Department 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. If the Department chooses to post information on its website from any proposal or resultant contract or is asked to provide documents as part of a FOIL request the proposed redactions will be reviewed, and decisions on the appropriateness of the request will be based on the FOIL laws and regulations.

E. Subcontractors or Affiliates

Complete the Subcontractors or Affiliates form (Attachment 7) to identify all Subcontractors or Affiliates with whom the Offeror subcontracts to provide Project Services. For purposes of reporting in the Subcontractors or Affiliates form (Attachment 7), Subcontractors include:

1. All vendors who will provide \$100,000 or more in Project Services over the term of the Contract that results from this IFB; or

For each Subcontractor identified, the Offeror must complete and submit the Subcontractors or Affiliates form (Attachment 7) and indicate whether or not, as of the date of the Offeror's Proposal, a subcontract has been executed between the Offeror and the Subcontractor for services to be provided by such subcontractor relating to the IFB. On the Subcontractors or Affiliates form (Attachment 7), the Offeror must:

- a. Mark the applicable box if the Offeror will not be subcontracting with any Subcontractor(s) or Affiliate(s) to provide Project Services.
- b. Indicate whether or not, as of the date of the Offeror's Proposal, a subcontract (or shared services agreement) has been executed between the Offeror and the Subcontractor or Affiliate for services to be provided by the Subcontractor or Affiliate relating to this IFB.
- c. Provide a brief description of the services to be provided by the Subcontractor or Affiliate.
- d. Provide a description of any current relationships with such Subcontractor or Affiliate and the clients/projects that the Offeror and Subcontractor or Affiliate are currently servicing under a formal legal agreement or arrangement, the date when such services began and the status of the project.
- e. Indicate if Subcontractor or Affiliate has certified their Vendor Responsibility Questionnaire:
<https://www.osc.state.ny.us/statevendors/vendrep/vendrep-system>

F. New York State Standard Vendor Responsibility Questionnaire

The Offeror and any Subcontractor or Affiliate receiving more than \$100,000 over the life of the Contract must complete and certify the New York State Vendor Responsibility Questionnaire. A person legally authorized to represent the Offeror must execute the questionnaire.

The Department recommends each Offeror file the required Questionnaire online via the New York State VendRep System. To use the VendRep System, please refer to:

<https://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system>.

By submitting a Proposal, the Offeror agrees to complete the Questionnaire fully and accurately. The Offeror acknowledges that the Department's execution of the Contract will be contingent upon the State's determination that the Offeror is responsible, and that the State will rely on the Offeror's responses to the Questionnaire when making its responsibility determination. The Offeror agrees that if it is found by the State that the Offeror's responses to the Questionnaire were intentionally false or intentionally incomplete, on such finding, the Department may terminate the Contract. In no case shall such termination of the Contract by the Department be deemed a breach thereof, nor shall the Department be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

G. New York State Tax Law Section 5-a

Tax Law § 5-a requires certain Offerors **awarded** State Contracts for commodities, services and technology valued at more than \$100,000 to certify to NYS Department of Taxation 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 Offeror's sales delivered into NYS is in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any Affiliates and subcontractors whose sales delivered into NYS exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

An Offeror is required to file the completed and notarized Form ST-220-CA with the Department certifying that the Offeror filed the ST-220-TD with DTF. If the forms are not completed and returned with Proposal submission, the Offeror should complete and return the certification forms within five (5) business days from the date of request. Failure to make either of these filings may render an Offeror non-responsive and non-responsible. The Offeror must take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Website links to the Offeror certification forms and instructions are provided below.

- Form ST-220-TD must be filed with and returned directly to DTF and can be found at: http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the Offeror, its Affiliate(s), or its subcontractor(s), a new Form ST-220-TD must be filed with DTF.
- Form ST-220-CA must be submitted to the Department. This form provides the required certification that the Offeror filed the ST-220-TD with DTF. This form can be found at:
http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf

Note: Although these NYS Tax law forms are not required as part of the proposal, the State encourages Offerors to include them with their proposal to expedite contract execution if the Offeror is awarded the Contract.

H. Key Staff

1. Submit Biographical Sketch Form (Attachment 6).

I. Staffing Requirements Form

1. Submit Biographical Sketch Form (Attachment 9).

J. Facility Requirements Form

1. Submit Biographical Sketch Form (Attachment 10).

SECTION 5: DETERMINATION/METHOD OF AWARD

All of the proposals received will undergo a preliminary administrative review to ensure the bidders meet all minimum mandatory requirements, as defined in section 1.4 and meet all of the submission requirements found in Section 4.0 of this IFB. The Department will contract with one responsible and responsive Bidder offering the lowest total bid amount. After administrative review, the apparent low bidder will be evaluated for any other pass-fail criteria. If the bidder meets all pass-fail criteria, The Department will move on to the tentative award phase. If a bidder fails to meet any criteria, the Agency would repeat the evaluation process with the next low bidder until a responsive vendor is identified and an award is made.

5.1 Financial Proposal Evaluation

After administrative review, the apparent low bidder will be evaluated. The Department will calculate a Total Projected Cost for each Offeror's fees by computing the sum of the Offeror's fees from the Schedule of Fees (**AMENDED** Attachment 8).

5.2 Notification of Tentative Contract Award

A tentative award letter will be sent to the selected Offeror indicating a tentative award subject to successful contract negotiations. The remaining Offerors will be notified of the tentative award and the possibility that failed negotiations could result in an alternative award.

5.3 Debriefing

In accordance with NYS State Finance Law §163(9)(c), the Department shall upon written request provide a debriefing to any Proposer that responded to the IFB regarding the reason that the Proposal submitted by the unsuccessful Offeror was not selected for a contract award. A Debriefing must be requested in writing by the entity within fifteen (15) business days of the Department's notifying of Proposal Selection/Non-Selection. A Proposer's written request for a Debriefing shall be submitted to the Designated Contact indicated in Section 2.1 The Debriefing shall occur within ten (10) days of the Department's receipt of this request or as soon after that time as practicable under the circumstances. All Offerors requesting a Debriefing will be accorded fair and equal treatment with respect to their opportunity for Debriefing.

5.4 Submission of a Protest

A Proposer wishing to challenge a non-responsive determination or the selection of a firm for contract award must send a Notice of Protest according to the following provisions:

Any protest must be received no later than 5:00 p.m. ET on the tenth (10th) Business Day after an Offeror's receipt of written notification by the Department of a non-responsive determination or tentative award, or if a debriefing has been requested by an Unsuccessful Offeror, pursuant to the NYS Department of Civil Service Debriefing Guidelines, within five (5) Business Days of the debriefing (whichever date is later).on business letterhead, or within seven (7) business days of notice of a contract being awarded, to the Designated Contact in Section 2.1 of this IFB. If a request for a Debriefing is received by the Department as set forth in this IFB, then a Notice of Protest is due within two (2) business days after the Debriefing session occurs.

The Notice of Protest must include at a minimum the following information:

- A. IFB number if applicable and IFB title;
- B. the specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award; and
- C. a contact name, address, and e-mail address to which the Department may address its Protest Determination.

The Department's Commissioner may appoint a designee to review the submission and to make a recommendation to the Commissioner as to the disposition of the matter. The Commissioner's designee may be an employee of the Department but, in any event, shall be someone who has not participated in the preparation of this IFB, the evaluation of Bid Submission, the determination of non-responsiveness, or the selection decision. At the discretion of the Commissioner, or the Commissioner's designee, the Offeror may be given the opportunity to meet with the Commissioner or the Commissioner's designee, to support its submission. The Offeror may, but need not, be represented by counsel at such a meeting. The Department shall be represented by counsel at such meeting. Any issues concerning the way the review process is conducted shall be determined solely by the Commissioner, or the Commissioner's designee. The Commissioner, or the Commissioner's designee, shall review the matter, and shall issue a written decision within twenty (20) Business Days after the close of the review process. If additional time is necessary for the issuance of the decision, the Offeror shall be advised of the time frame within which a decision may be reasonably expected. The Commissioner's decision will be communicated to the party in writing and shall constitute the Department's final determination in the matter. Upon receipt of the Department's Protest Determination, the protesting party may file an appeal with the Office of the State Comptroller (OSC). The process for filing such an appeal is set forth at:

<https://www.osc.state.ny.us/agencies/guide/MyWebHelp/Content/XI/17.htm>

If an Offeror protests the selection decision or a non-responsive determination, the Department shall continue contract negotiations regarding the terms and conditions of the contract with the selected Offeror.

SECTION 6: ADDITIONAL PROVISIONS

The Offeror that is determined to provide the Low Cost to the Department shall be notified of its conditional award of Contract subject to the successful development of a Contract. The resulting Contract shall incorporate the requirements set forth in the IFB. Additional terms and conditions not already addressed in the IFB are set forth below.

A. Work in The Continental United States of America

All work performed by Contractor personnel under this Contract must be performed within the Continental United States of America (CONUS).

B. Contractor Data Retention

The Department has determined that the period of time that the Contractor must provide the Department continued access to Data beyond the expiration or termination of the Agreement is no less than 365 calendar days. All Contract provisions related to the protection and security of the Data will survive termination of the Contract. This provision does not limit or lessen the time period or Contractor's obligations, pursuant to Standard Clauses for New York State Contracts (Appendix A), to establish and maintain Records.

C. Enhancements and Modifications: Change Requests

Change Requests may be used for enhancements or modifications that had neither (i) been included in the Deliverables identified in this IFB, nor (ii) been included in the Proposal, but which pertains to the scope of this IFB. Total cost of any Change Requests, , will be limited to 10% of the not-to-exceed amount of the Contract. Work on any proposed change request must not commence until any such is approved by the Department. In addition, any one Change Request over \$50,000 requires prior approval by OSC.

6.1 Change Requests

The Department is under no obligation to request such enhancements or modifications and reserves its rights to:

- A. Develop and/or implement enhancements or modifications internally;
- B. Obtain a third party to perform such work. The Offeror, if selected and awarded a contract, agrees to work with the Department and any other party to assist in the development and/or implementation of enhancements or modifications and shall timely develop and implement an enhancement or modification as directed by the Department;

- C. Fees for the development and implementation of enhancements or modifications shall be negotiated by the Department and the selected Offeror as soon as feasible prior to commencement of work by the selected Offeror;
- D. Prior to the approval of a Change Request, the Department will conduct a review of the required number of hours for the task, the titles of staff performing such tasks, and the rates for such tasks;
- E. The selected Offeror will use its best efforts to promptly develop a requested enhancement or modification;
- F. The selected Offeror shall not implement a Department-directed enhancement or modification into “live” production until the enhancement or modification has been accepted by the Department.

6.2 Duties and Responsibilities

Throughout the term of the Contract, the Offeror must maintain an organization of sufficient size with staff that possesses the necessary skills and experience to administer, manage, and oversee the meetings requirements for all aspects of the Project.

6.3 Maintenance of Confidential Employee Records

The Offeror shall be responsible for maintaining all Employee records in a secure and confidential manner and in accordance with the requirements of the IFB including Appendix C, Information Security Requirements.

6.4 Entire Contract

The resulting Contract, including all appendices, constitutes the entire Contract between the parties hereto and no statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and the Contract shall not be changed, modified, or altered in any manner except by an instrument in writing executed by both parties hereto, except as otherwise provided herein. The Contract is subject to amendment(s) only upon mutual consent of the Parties, reduced to writing and approved by OSC and subject to the termination provisions contained herein.