

IFB# C043072  
 Infectious Disease Scientific Wastewater Testing Supplies  
 Questions and Answers

Question #	Corresponding IFB Section	Question	Answer
1.	8.3 Award Recommendations Attachment 8	<p>Proposed scope under this solicitation would be limited to the supply of materials/products only. We would not be providing consulting services, on-site services, software, hosted technology services, cloud/data processing services, or handling protected health information as part of our proposal.</p> <p>Based on this understanding, our assumption is that contract provisions specifically related to consulting services, on-site work, technology/cloud services, HIPAA business associate obligations, or similar operational service requirements would be considered inapplicable to our proposed scope and would not require separate modification in order for us to submit a compliant bid.</p> <p>It is acceptable for us to submit our proposal on that basis without additional contract modifications.</p>	Yes.
2.	8.3 Award Recommendations Attachment 8	<p>Proposed scope under this solicitation would be limited to the supply of materials/products only. We would not be providing consulting services, on-site services, software, hosted technology services, cloud/data processing services, or handling protected health information as part of our proposal.</p> <p>Based on this understanding, our assumption is that contract provisions specifically related to consulting services,</p>	<p>The Department reserves the right to negotiate terms of the contract that are nonmaterial in nature with the contract awardee, within the scope of the IFB and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the IFB, without modification, should the Department determine that that constitutes the best interests of New York State.</p>

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		<p>on-site work, technology/cloud services, HIPAA business associate obligations, or similar operational service requirements would be considered inapplicable to our proposed scope and would not require separate modification in order for us to submit a compliant bid.</p> <p>Whether the Department would prefer that we include clarifying language or exceptions within our proposal submission regarding the non-applicability of those provisions to a materials-only supply arrangement.</p>	
3.	Section 4.3 Product or Service Requirement	Why is the OGS agreement not being leveraged for this RFP? Products listed in section 4.3 overlap with the OGS agreement.	The IFB is being used to establish pricing. The Department will provide OGS contract vendors the opportunity to match the non-contract savings for items on contract.
4.	Section 4.3 Product or Service Requirement	Can the OGS agreement be leveraged for these purchases instead of a new bid?	The IFB is being used to establish pricing. The Department will provide OGS contract vendors the opportunity to match the non-contract savings for items on contract.
5.	Section 4.2 Bid Requirements	If the Bidder replaces an awarded item with a successor SKU, will the Department permit supply of the successor SKU with prior approval?	Yes, with prior approval.
6.	Section 4.2 Bid Requirements	If an awarded product is discontinued during the contract term, what process will be used to approve replacement products?	The Department is open to necessary product changes, subject to the Department's review and approval. Some changes may require a formal contract amendment, subject to OSC approval.

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7.	Section 4.2 Bid Requirements	If a manufacturer changes packaging, catalog number, fill volume, labeling, or branding but not the underlying product, will the revised item remain acceptable?	This would be reviewed on a case-by-case basis by the Department.
8.	Section 4.3 Product or Service Requirement	Multiple different assays are listed under Item Number 250207. Please confirm whether each assay is a separate pricing and award line item.	Confirmed, each assay is a separate pricing and award line item.
9.	Section 4.3 Product or Service Requirement	Please confirm whether Item 911045 (QIAcuity Four PLT-FUL-1) represents a one-time purchase quantity rather than an annual estimated quantity.	Confirmed, Item 911045 (QIAcuity Four PLT-FUL-1) represents a one-time purchase.
10.	Section 4.3 Product or Service Requirement	If a bidder can supply all but one or two listed products, may it still be awarded those individual items it can supply?	Yes, bidders will be awarded for individual items based on the lowest cost per item
11.	Section 4.3 Product or Service Requirement	If applicable law, regulatory guidance, manufacturer instructions, safety information, or product availability changes during the Contract term, will the Department allow the Contractor to update product documentation, restrict product use, discontinue affected products, or propose replacement products as commercially and legally required?	The Department is open to necessary product changes, subject to the Department's review and approval. Some changes may require a formal contract amendment, subject to OSC approval.
12.	Section 4.4 Estimated Quantities and Delivery Requirements	Please confirm that estimated annual quantities are provided for planning purposes only and do not create minimum purchase obligations.	Confirmed.
13.	Section 4.4 Estimated Quantities and Delivery Requirements	Is there any anticipated maximum variance between estimated annual quantities and actual purchasing volumes?	No.
14.	Section 4.4 Estimated Quantities and Delivery Requirements	Please provide standard receiving hours and any dock-access procedures applicable to deliveries.	Shipments made via a common carrier such as UPS, Fedex, or USPS, already have dock-access procedures in place. If

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			<p>shipments are being made via the vendor or private carrier, please see instructions below and Attachment C.</p> <p><b>Biggs Laboratory</b>        Dock Master Delivery Request Form must be completed and accepted a minimum of 24 hours prior to any deliveries. (Attachment C)        The form states <u>Delivery hours are 7 AM – 3 PM Monday-Friday</u>. This is incorrect, correct hours below.</p> <ol style="list-style-type: none"> <li>1. NYS DOH Wadsworth’s Mailroom hours are 8AM – 4PM. Delivery vehicle may enter the secured dock area prior to 8AM, but delivery will not be accepted prior to 8AM.</li> <li>2. The guard shack is not occupied after 2:45PM. Deliveries must pass by the guard shack prior to 2:45PM. There are no exceptions.</li> </ol> <p>Please note: Maximum trailer length is 48’ with day cab.</p> <p><b>David Axelrod Institute</b>        Mailroom hours are 8AM – 4PM.        (Mailroom closes promptly at 4PM)        No prior notice required.</p>
15.	Section 4.5 Payment	What documentation must accompany a request for an annual price adjustment?	A written request for an annual price adjustment must be made at least thirty (30) prior to each contract anniversary

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			date and subject to Department approval.
16.	Section 4.5 Payment	Is the 3% cap applied per item, per product family, or across the entire contract?	Per item.
17.	Section 4.5 Payment	Will the Department consider adjustments exceeding 3% where documented manufacturer cost increases, tariffs, freight increases, shortages, or regulatory changes materially affect pricing?	No.
18.	Section 4.6 Subcontracting	Are freight carriers, couriers, parcel services, and common carriers considered subcontractors for purposes of this restriction?	No.
19.	Section 4.6 Subcontracting	May products be shipped directly from manufacturers or manufacturer distribution centers?	Yes.
20.	Section 4.6 Subcontracting	May affiliated entities participate in fulfillment activities without being considered prohibited subcontractors?	No.
21.	Section 4.9 Equal Employment Opportunity ("EEO") Reporting	For a supply-only contract with no dedicated on-site workforce, are EEO staffing plans and workforce utilization reports still required?	Yes.
22.	Section 6.1.2 Bid Form/Section 8 Method Of Award	Section 6.1.2 states that Bidders must provide a price for all products exactly as listed, while Section 8 states that awards may be made on an item-by-item basis. Please confirm whether a Bidder may bid on fewer than all line items or whether failure to price every line item will render the Bid non-responsive.	Bidders may bid on fewer than all line items.

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23.	Section 6.2.8 Sales and Compensating Use Tax Certification	Please confirm whether ST-220 forms are required only from the apparent awardee or from all bidders.	<p>All bidders must submit the ST-220 forms with their bid submission.</p> <p>The successful Bidder must file a properly completed Form ST-220-CA with the Department and Form ST-220-TD with the DTF.</p>
24.	Section 6.2.9 Freedom of Information Law – Bid Redactions	Will the Department notify the Bidder and provide an opportunity to object or seek protection before disclosing information that the Bidder has identified as proprietary, trade secret, or confidential?	<p>As stated in IFB Section 5.5, 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.”</p>
25.	Section 4.4 Estimated Quantities and Delivery Requirements	Are there any specific chain-of-custody, cold-chain, refrigerated, frozen, or dry-ice receiving requirements for deliveries?	<p>Chain of custody is not required; however, if items being shipped require cold-chain, refrigerated, frozen, or dry-ice to maintain the integrity of the product, those requirements must be incorporated into shipping and handling procedures.</p>

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26.	8.3 Award Recommendations Attachment 8 New York State Department of Health Appendix Section I(D)	The contract amendment process may provide flexibility for future products. Can NYDOH please confirm that newly released products, successor SKUs, or replacement products may be added during the contract term through amendment?	Confirmed, as stated in Attachment 8, contract amendments are subject to OSC approval
27.	Section 4.5 Payment	Acceptance rights should be tied to objective standards and reasonable inspection periods. [Vendor] assumes that all products will be inspected within 30 days, and that if NYDOH does not identify any issues within that time period, the order is assumed accepted. Can NYDOH confirm this aligns with their understanding of their process.	This does not align with the Department's procedures. The Department does inspect products however; there may be instances when a manufacturing issue isn't known until the product is used and/or may not be discovered within 30 days. Once an issue is identified, the Department would reach out to the vendor to receive a replacement.
28.	Section 4.5 Payment	Rejected-product procedures should be clear to both parties. If NYDOH intends to return any product, it must be approved by [vendor]. Can NYDOH confirm this is their understanding of how the process would proceed?	The Department will handle rejected products on a case-by-case basis.
29.	Section 4.4 Estimated Quantities and Delivery Requirements	FOB Destination is [vendor]'s expectation for shipping and title transfer. Can NYDOH please confirm agreement.	Confirmed, FOB Destination shipping should be included in bid price.

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30.	8.3 Award Recommendations Attachment 8 New York State Department of Health Appendix Section I (L)	This procurement is for product supply rather than staffing or consulting services. Can NYDOH please confirm that the section is not applicable to this procurement and will not be interpreted to require the Contractor to provide additional personnel, labor, technical support, consulting services, or other resources beyond the supply and delivery obligations expressly set forth in the IFB without equitable adjustment to the pricing.	Contract provisions only apply to contracted items provided. For example, if a contract does not include consulting services, then those provisions do not apply.
31.	8.3 Award Recommendations Attachment 8 New York State Department of Health Appendix Section I (M)	Inspection and audit rights should be limited to contract-related matters. Can NYDOH please confirm that audit rights are limited to records directly relevant to performance and do not extend to unrelated confidential business records?	As stated in Attachment 8, Section I (M): "During its inspection the DEPARTMENT may view and audit any materials related to this Contract."
32.	8.3 Award Recommendations Attachment 8 New York State Department of Health Appendix Section III (E)	Please confirm excess-cost liability will not apply where non-performance results from shortages, allocation, discontinuation, force majeure, or other causes outside Contractor's reasonable control.	The Department reserves the right to negotiate terms of the contract that are nonmaterial in nature with the contract awardee, within the scope of the IFB and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the IFB, without modification, should the Department determine that that constitutes the best interests of New York State.

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33.	8.3 Award Recommendations Attachment 8 New York State Department of Health Appendix Section III (F)	The Contractor may incur inventory and manufacturer commitments in reliance on contract performance. Can NYDOH please confirm that accepted products, goods in transit, and non-cancellable manufacturer commitments would be reimbursed following a termination for convenience?	Payments to the Contractor will be made in accordance with IFB Section 4.5 - Payment.
34.	8.3 Award Recommendations Attachment 8 New York State Department of Health Appendix Section IV Contract Insurance Requirements	Standard industry Certificates of Insurance do not typically include deductible-level detail. Can NYDOH please confirm that standard industry-form Certificates of Insurance will satisfy the insurance requirements?	The Department will review the Certificates of Insurance of the successful Bidder to determine compliance with the contract.
35.	8.3 Award Recommendations Attachment 8 New York State Department of Health Appendix Section IV Contract Insurance Requirements	This procurement is for product supply rather than higher-risk service activities. Can NYDOH please confirm that reasonable waivers or modifications will be considered for insurance requirements that are not relevant to this procurement?	The Department reserves the right to negotiate terms of the contract that are nonmaterial in nature with the contract awardee, within the scope of the IFB and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the IFB, without modification, should the Department determine that that constitutes the best interests of New York State.
36.	8.3 Award Recommendations Attachment 8 New York State Department of Health Appendix Section IV Conflict of Interest	Ordinary-course relationships with customers, suppliers, universities, laboratories, and government agencies are common in this industry. Can NYDOH please confirm that such relationships do not create a conflict of interest unless they actually impair performance?	As stated in Attachment 8, Section V (E) "The DEPARTMENT will review the nature of any relationships and reserves the right to terminate this Contract for any reason, or for cause, if, in the judgment of the DEPARTMENT, a real or potential conflict of interest cannot be cured."

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37.	8.3 Award Recommendations Attachment 8 New York State Department of Health Appendix Section IX(E) Ownership Clauses	[Vendor] retains ownership of its background intellectual property. Can NYDOH please confirm that it does not expect any transfer ownership of pre-existing contractor, manufacturer, or third-party intellectual property?	Provisions of Attachment 8, Section IX (E) apply to intellectual property developed under or in the course of performing the contract.
38.	8.3 Award Recommendations Attachment 8 New York State Department of Health Appendix Section IX(G) Date/Time Warranty	[Vendor's] warranties are limited to compliance with applicable product specifications and, where applicable, defects in materials and workmanship under normal use. [Vendor] disclaims all other express and implied warranties, including merchantability and fitness for a particular purpose, and limits remedies to repair, replacement, or refund, as applicable. These limitations are industry standard and reflected in the pricing of the products. Can NYDOH please confirm agreement?	The Department reserves the right to negotiate terms of the contract that are nonmaterial in nature with the contract awardee, within the scope of the IFB and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the IFB, without modification, should the Department determine that that constitutes the best interests of New York State.
39.	8.3 Award Recommendations Attachment 8 New York State Department of Health Appendix Section IX(J) Indemnification	Indemnification obligations should be tied to risks within a party's control. Can NYDOH please confirm that the indemnification obligation is limited to third-party claims caused by the Contractor's negligence or intentional misconduct?	The Department reserves the right to negotiate terms of the contract that are nonmaterial in nature with the contract awardee, within the scope of the IFB and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the IFB without modification, should the Department determine that that constitutes the best interests of New York State.
40.	8.3 Award Recommendations Attachment 8	The Contract contains broad contractor liability provisions but does not appear to include a corresponding limitation of	The Department reserves the right to negotiate terms of the contract that are nonmaterial in nature with the contract

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	New York State Department of Health Appendix Section IX(J) Indemnification	liability. Can NYDOH please consider incorporating a limitation of liability and exclusion of consequential, incidental, special, punitive, and indirect damages consistent with commercial industry practice?	awardee, within the scope of the IFB and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the IFB without modification, should the Department determine that that constitutes the best interests of New York State.
41.	8.3 Award Recommendations Attachment 8 New York State Department of Health Appendix Section IX(K) Indemnification Relating to the Third-Party Rights	Intellectual property indemnification should not extend to matters outside the Contractor's control. Can NYDOH please confirm that infringement claims arising from Department modifications, combinations, misuse, continued use after notice, or Department-mandated specifications remain excluded?	The Department reserves the right to negotiate terms of the contract that are nonmaterial in nature with the contract awardee, within the scope of the IFB and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all of the terms and conditions set forth in the IFB without modification, should the Department determine that that constitutes the best interests of New York State.
42.	8.3 Award Recommendations Attachment 8 New York State Department of Health Appendix Section IX(L) Force Majeure	Please clarify whether the marketplace-volatility provision may support price adjustments above the 3% cap contained in Section 4.5 of the IFB.	No, prices cannot be adjusted above the 3% cap.
43.	8.3 Award Recommendations Attachment 8 Appendix H	Appendix H does not appear to be incorporated on the Contract Face Page and [vendor] will not act as a HIPAA Business Associate under this procurement. Can NYDOH please confirm that Appendix H is not applicable?	Confirmed.
44.	8.3 Award Recommendations Attachment 8	Appendix F does not appear to be incorporated on the Contract Face Page.	Confirmed.

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	Appendix F	Can NYDOH please confirm that Appendix F is not applicable?	
45.	Section 4.3 Product or Service Requirement	Can the contract for this bid be awarded to multiple bidders?	Yes.
46.	Section 4.3 Product or Service Requirement	Is the bidder required to provide all of the supplies listed?	No.
47.	Section 4.4 Estimated Quantities and Delivery Requirements	Do shipping charges need to be described in this bid?	Shipping charges must be included in the bid price.
48.	Section 4.4 Estimated Quantities and Delivery Requirements	How should shipping be invoiced in the final contract?	Shipping charges must be included in the bid price.
49.	Section 4.8 Minority & Women-Owned Business Enterprise (M/WBE) Requirements	Is adherence to provisions in Appendix M Participation by Minority and Women-Owned Business Enterprises mandatory if the bidder/supplier is not based in the State of New York?	Appendix M will be incorporated into the contract(s) resulting from the award of this IFB. Awarded vendor(s) are required to adhere to all applicable contract provisions.
50.	Section 4.8 Minority & Women-Owned Business Enterprise (M/WBE) Requirements	If the goals for M/WBE are 0%, does this bid require a M/WBE Utilization plan (Form #1) or a waiver (Form #2)?	No.
51.	Section 4.9 Equal Employment Opportunity ("EEO") Reporting	Are the Staffing Plan (Form #4) and MWBE/EEO (Form #5) required for this bid?	Yes.
52.	Section 4.5 Payment	Please clarify whether the allowable annual price adjustment of up to 3% applies on a per-item basis or to the contract as a whole.	Per-item basis.
53.	Section 4.5 Payment	Please confirm whether approved Year 2 pricing increases may serve as the basis for Year 3 pricing adjustments.	Confirmed.
54.	Section 4.5 Payment	Please clarify under what circumstances the Department may request or require a price decrease during the contract term.	The Department will not request or require a price decrease. However, should cost of an item(s) decrease for a

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			vendor, the vendor may decrease price to the Department.
55.	Section 4.3 Product or Service Requirement	Are the estimated annual quantities based on historical purchasing volumes, projected future usage, or anticipated maximum usage?	Based on historical purchasing volumes.
56.	Section 4.3 Product or Service Requirement	Please confirm whether bidders may submit pricing for only selected line items or whether pricing for all listed items is required for responsiveness	Bidders may submit pricing for only selected line items.
57.	Section 4.4 Estimated Quantities and Delivery Requirements	Section 4.4 of the IFB references delivery as "FOB." Please clarify whether delivery terms are intended to be FOB Destination or FOB Shipping Point	FOB Destination.
58.	Section 4.4 Estimated Quantities and Delivery Requirements	Please confirm whether all shipping-related charges (including freight, dry ice, hazardous material fees, and temperature-controlled shipping costs) must be included within bid pricing	Confirmed.
59.	Section 4.4 Estimated Quantities and Delivery Requirements	Please clarify whether there are any required delivery timelines, turnaround expectations, or service level requirements associated with fulfillment under this contract.	Non custom ordered items are expected within 1 week from vendor receipt of an order to the Department's receipt of product, unless there are extenuating circumstances.
60.	Section 4.3 Product or Service Requirement	Given the three-year contract term, please clarify the process for handling manufacturer product discontinuations, catalog number changes, or successor products introduced during the contract period.	The Department is open to necessary product changes, subject to the Department's review and approval. Some changes may require a formal contract amendment, subject to OSC approval.
61.	Section 4.3 Product or Service Requirement	For Product 911045 (QIAcuity Four PLT-FUL-1), please clarify whether installation,	Instrument only.

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		warranty coverage, training, or service agreements are expected to be included within bid pricing.	
62.	Section 4.3 Product or Service Requirement	Please clarify the Department's expectations regarding backordered items, temporary supply shortages, and acceptable substitute fulfillment procedures, if any.	The Department orders are placed in advance; however, should this issue arise, the Department will work with the vendor to find an alternative solution.
63.	Section 8. Method of Award	In the event multiple authorized distributors submit pricing for the same manufacturer item, please clarify how award determinations will be evaluated beyond lowest price.	Award determinations will be based on lowest price bid per item.