

Title: Nucleic Acid Amplification Testing of Eligible State Employees for COVID -19

I. PURPOSE:

The purpose of this solicitation of interest is to engage qualified Vendors to embrace the State’s vision of establishing a comprehensive testing protocol to assist with maintaining a safe work environment.

II. Lot Overview

This Solicitation of Interest encompasses the following lots listed below.

a. Lot 1

Vendors who offer the option for specimen collection that is self-collected at home or facilitated as well as specimen collection by the Vendor at a patient service site operated within **every** county in the State of New York.

b. Lot 2

Vendors who offer the option for specimen collection that is self-collected at home or facilitated as well as specimen collection by the Vendor at a patient service site operated in **any** county in the State of New York.

c. Lot 3

Vendors who offer the option for specimen collection that is self-collected at home in **any** county in the State of New York

III. MINIMUM QUALIFICATIONS:

Regardless of the Lot the Vendor responds to with their Letter of Interest, Vendors must meet the following minimum requirements:

- Vendor is duly licensed and accredited by New York State to perform clinical testing;
- Vendor performing the testing is a clinical laboratory currently permitted to perform virology testing using nucleic acid amplifications tests;
- Vendor is using a Food and Drug Administration (FDA) or New York State authorized nucleic acid amplification test for COVID-19; and
- Vendor must provide an on-line ordering services using an authorized ordering source, provides services to allow the delivery of a specimen collection kit to an individual’s home for self-collection and services for delivery of the specimen to the testing laboratory from the individual’s home or from the patient service site.

IV. CONTRACT TERM:

The purpose of this solicitation of interest is to engage qualified Vendors capable of meeting the needs of the State for a six (6) month term for services detailed in the Scope of Work.

After the initial contract term expires, the contract may be extended, at the same rates, for up to three (3) additional six (6) month periods by amendment signed by both parties with all required approvals.

V. SCOPE OF WORK:

Regardless of Lot, Vendor would be expected to embrace the State’s vision of establishing a comprehensive testing protocol to assist with maintaining a safe work environment.

The Vendor must be able to perform the tasks described in this section.

- **Testing.** Vendor agrees to perform, upon request by State and to the extent within its capabilities, COVID-19 testing for New York State employees (the “Testing”). The State will work with the selected Vendor(s) to provide the criteria for eligible employees. The number of employees eligible to participate is subject to change as rate of vaccination among employees may increase or decrease. The Vendor(s) acknowledges that the State will use good faith efforts to provide accurate volume and geographic needs for Testing, the State but cannot guarantee the actual volume of Testing.
- **Schedule of Testing Availability.** The parties endeavor that Vendor shall begin offering the Testing for eligible employees of the State of New York (NYS) under this Agreement the week of September 20, 2021. The schedule will include weekly Testing with Vendor(s)’s ability to offer approximately thirty-six thousand (36,000) testing kits, Statewide per week starting on or about September 20, 2021.
- **Patient Registration.** The parties anticipate that eligible employees will register in the Vendor’s technology platform to obtain the Testing through the mail to their home for self-collection or register in the Vendor’s technology platform to have the Testing conducted at the Vendor’s patient service center, weekly. The Vendor will comply with the State’s requirement for scheduling of specimen delivery and/or collection as set forth below.
- **Specimen Delivery and/or Collection.**
 - **For Patient Service Center** - Vendor shall be responsible for performing specimen collection at patient service centers pursuant to NYS laws and shall be responsible for the delivery of such specimens to Vendor testing facility at least 5 days a week, Monday through Friday, excluding holidays and provisions of all collection and delivery related supplies, for analysis.
 - **For Self-collection** – Vendor shall be responsible for arranging the delivery to the eligible employee’s home of the self-collection testing kit and delivery of the self-collected specimens from the individual’s home for delivery to Vendor’s testing facility Monday through Friday excluding State holidays and the provision of all collection and delivery related supplies, for analysis. Vendor will also include instructions to the individual on how to collect, how to prepare the test for shipping and how to get customer service related to testing or shipping.
- **Testing Orders.** Vendor and State agree that the Testing can only be performed using specimens that are authorized to be used with the test being performed. Each specimen must be accompanied by a valid order from a healthcare provider who is authorized to order the Testing under the laws of the State of New York (an "Authorized Provider").
- **Report Delivery.** Vendor will transmit Testing results to their technology platform which then may be accessed by the eligible employees and authorizing ordering source to retrieve, and the State’s Electronic Clinical Laboratory Reporting System (ECLRS) within 24 hours of receipt of the specimen by the Vendor.
- **Consultation.** Vendor staff shall be available at least 5 days per week, Monday through Friday to consult with State, the of New York, including the New York State Department of Health and Authorized Providers by telephone to discuss Vendor’s procedures and to provide the status of Testing results.
- **Fee Schedule.** Vendor will be paid a fee of Seventy-Five (\$75) Dollars for each test conducted, which shall include Report Delivery. Transmittal of testing results to ECLRS will be used for verification of services completed. In the event results are not received within the timeframe specified in Report Delivery, the department will assess penalties on the following schedule:
 - **Individual test late penalties**
If the results of an individual test is late, Vendor will be assessed a \$19 dollar late penalty for every 24 hour period. After 48 hours late, Vendor will be assessed a \$37-dollar late penalty for every 24-hour period test result is late thereafter.

Example

Sample is delivered at 4pm Wednesday. Results are due no later than 4pm Thursday (24 hours). At 4:01pm Thursday the results are late. If they are delivered between 4:01pm Thursday and 4 pm Friday, the late penalty will be \$19. If the results are delivered after 4:01 pm Friday but before 4:00 pm Monday, a second \$19 penalty will be triggered. If the results are not delivered until after 4 pm Monday, the penalty beginning at 4:01pm Monday will be \$37.

○ **Aggregate late penalties**

The State will aggregate late test results toward an aggregate penalty. The intent here is to understand the difference between individual testing errors and systemic failures to comply with contract terms.

The state will count each 24-hour late period for each test result in aggregating penalties:

Test result 1 is 72 hours late – it counts as three (3) late periods

1-100 late periods in a calendar week (Monday - Friday) - individual penalties only
101-300 late periods in a calendar week - .25 percent of total invoice for the same week
301-1000 late periods in a calendar week - .75 percent of total invoice for the same week
1000+ late periods in a calendar week – 1.5 percent of total invoice for the week

VI. TO RESPOND:

Interested vendors should provide a response to this advertisement with the following:

1. A cover letter stating the firm's name, address, primary contact name and phone number.
2. Documentation demonstrating Vendor's ability to meet each of the specified the Minimum Qualifications listed in the Section III including which Lots you are qualified to provide services. When responding to Lot II, vendor must provide a list of counties where they provide service.
3. A Description of the process the Vendor will utilize to deliver and collect home self-collection specimens' samples as well as patient identification protocols, and results delivery protocols.
4. A Statement acknowledging the vendor's ability to perform the intended Scope of Work as described in Section V as well as their willingness to enter into an agreement without any added conditions, qualifications or exceptions, the contract terms and conditions attached to this Solicitation of Interest, including any exhibits and attachments.

Interested organizations must provide a response by email to dohmis@health.ny.gov by September 17, 2021, at 4:00 P.M. EST. Responses received after this date and time will not be considered.

VII. AWARD METHODOLOGY:

NYS reserves the right to not award, or to award in part or in total. If NYS awards it will be done using the process below.

New York State intends to award to all vendors who meet the requirements, can deliver the scope, pass vendor responsibility and agree to terms of this agreement. New York State's preference is to award to vendors who can provide statewide in-person patient service centers and at home testing service.

Therefore New York State will review responses for Lot 1 first. New York State will award vendors in Lot 1 until the capacity (total number of weekly or monthly tests needed) and diversity of saturation (number of testing facilities across the state proportional and regional to state employee populations) requirements are met.

Eligible Vendors will be awarded in the order their submissions are received and timestamped. If submissions are received at the same time, the receipt order will be designated by coin flip or in the case or more than two, dice roll. New York State reserves the right to award only to Lot 1 vendors if the entire need is met.

If after reviewing and awarding Lot 1, the state determines that it has not contracted for enough capacity, or has not contracted for diverse enough saturation, New York State will then award vendors in Lot 2 until the capacity and saturation requirements are met. Eligible Vendors will be awarded in the order their submissions are received and timestamped. If submissions are received at the same time, the receipt order will be designated by coin flip or in the case or more than two, dice roll.

In the event awards under Lots 1 and 2 do not meet the need, New York State will use the same award methodology for awarding contracts under Lot 3.

VIII. ATTACHMENTS

The following attachments are included in this Solicitation of Interest and are available via hyperlink with the Solicitation of Interest.

1. [Bidder's Disclosure of Prior Non-Responsibility Determination](#)
2. [Vendor Responsibility Attestation](#)
3. [Vendor Assurance of No Conflict of Interest or Detrimental Effect](#)
4. [Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination](#)
5. [Appendix A – Standard Clauses for New York State Contracts](#)
6. [Appendix B – General Specification](#)
7. [Appendix F - Federal Funding Agency Mandatory Terms and Conditions](#)
8. [Appendix H = Federal Health Insurance Portability and Accountability Act Business Associate Agreement](#)