

New York State Department of Health  
Professional Assistance for New York State's Medicaid Initiatives  
RFP#-16536  
Questions and Answers Posted 4/8/2016

Question #	Corresponding RFP Section	Bidder's Question	Answer
1.	General	Is the State satisfied with the work of the incumbent?	The State is currently satisfied with the work of the incumbent.
2.	General	Is there an incumbent for this RFP or with similar scope of work? If, yes, please list the current contractor and describe the task current contractor is assigned.	<p>The current incumbent is Island Peer Review Organization.</p> <p>The incumbent was contracted for work in the following contract:  <a href="https://www.health.ny.gov/funding/rfp/inactive/0902131116/">https://www.health.ny.gov/funding/rfp/inactive/0902131116/</a></p>
3.	General	Who is the current incumbent vendor for this work and are they able to bid on this RFP?	<p>Please see response to Question #2.</p> <p>The incumbent is able to bid on this RFP.</p>
4.	General	Who are the incumbent contractors?	Please see response to Question #2.
5.	General	Is there more than one incumbent contractor for the services being contemplated under this RFP, or are they all currently provided by a single firm? (see mention of "incumbent" in 3.2B #6)	Please see response to Question #2.
6.	General	Is there more than one incumbent contract for the services being contemplated under this RFP, or are they all currently provided under a single contract? (see mention of "incumbent" in 3.2B #6). Can the Department please specify which contract(s) currently contain the services described?	Please see response to Question #2.
7.	General	Would the State be willing to publish a list of interested bidders or bidders who asked questions so that teaming opportunities can be identified by prospective bidders?	It is not the Department's practice to publish this bidder's list.

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			<p>This information is available through the Freedom of Information Law (FOIL) process.</p> <p>Information for submitting FOIL requests can be found at:  <a href="https://www.health.ny.gov/regulations/foil/howto.htm">https://www.health.ny.gov/regulations/foil/howto.htm</a>.</p>
8.	General	<p>Can the State provide a copy of the contract with said incumbent, or information regarding the value of the contact and/or the fees charged for each position?</p>	<p>Please submit a FOIL request. Information for submitting FOIL requests can be found at:  <a href="https://www.health.ny.gov/regulations/foil/howto.htm">https://www.health.ny.gov/regulations/foil/howto.htm</a>.</p> <p>For the full value of the contract please view:  <a href="http://www.openbooknewyork.com/">http://www.openbooknewyork.com/</a></p>
9.	General	<p>Is there an incumbent firm currently conducting the work that is the subject of this RFP?          -If so, who is the incumbent?           -If so, what is the annual and total contract value?</p>	<p>Please see answer to Question #2.</p> <p>For the full value of the contract please view:  <a href="http://www.openbooknewyork.com/">http://www.openbooknewyork.com/</a></p>
10.	General	<p>Is the new contractor required to recognize and roll over seniority of existing staff?</p>	<p>It is desired for the new contractor to recognize and roll over the seniority of existing staff as requested by the Department.</p>
11.	General	<p>Is this bid response time and materials or fixed price?</p>	<p>The Contractor shall bill for actual hours worked at their provided hourly bill rates in their submitted Cost Proposal.</p>

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			<p>Anticipated Billable Hours (E) per the Anticipated number of Staff (F), is provided for each category of staff in Attachment C: Cost Proposal. These number are subject to change as tasks/assignments warrant.</p> <p>The pricing for years four (4) and five (5) of the contract is subject to an annual increase or decrease of the lesser of three percent (3%) or the percent increase or decrease in the National Consumer Price Index for All Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics, Washington, D. C. , 2012 for the 12 month period ending ninety (90) days prior to the renewal date for years four (4) and five (5) of the contract.</p>
12.	General	If a vendor is awarded this contract, does this preclude this vendor from performing any other work for New York State? If so, what is the vendor specifically precluded from?	This contract does not preclude the vendor from performing any other work for New York State.
13.	General	It is anticipated that, particularly in the beginning of the contract period, it may be difficult to fully staff all of DOH's requested positions exclusively with resources based in the location to which DOH would like them assigned. If the contractor needs to utilize staff who travel into their location to fill an embedded staff role, will those travel costs be billable to DOH? Would any such travel costs for embedded staff be considered to be included in the "overhead" component of the billed rate?	It is not anticipated for the contractor to hire all estimated staff, outlined in the RFP, at the start of the contract period. Staff will be continuously hired throughout the duration of the contract period. At the start of the contract period, the Department estimates the need for 210 staff positions to be filled.

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			<p>No, travel to the Albany or NYC office from a home base is not a reimbursable travel expense. It is anticipated that staff will be recruited from the area where the function is located. Travel will be requested from the Department for work and/or training related activities conducted off-site.</p> <p>As stated in Section 5.4: "The Contractor may not charge additional administrative fees for travel."</p>
14.	General	<p>Due to the benefit of engaging a contractor with previous experience serving the Department of Health, it is highly likely that several of the potential contractors will have previous and ongoing experience providing the State with a variety of services. Some of this ongoing support will, in certain cases, present real or perceived conflicts with providing some of the services requested in the RFP. In addition, the tasks and level of staff appear to be broad and many firms will have a difficult time identifying the staff to meet the Departments expectations. Accordingly, will the DOH consider other contractual arrangements to adequately address potential conflicts and demand on resources? Examples for consideration include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Establishing a Master Services Agreement with three firms to provide the services on the contract. One of the three firms will be responsible for managing the overall process and effort.</li> <li>• Establishing a contract where two firms (e.g., Primary and Secondary) are selected to deliver the tasks and</li> </ul>	<p>The Department will not consider other contractual arrangements for this solicitation at this time.</p>

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		<p>deliverables. The Primary firm will be perceived as the “go-to” firm. In the event a conflict exists or they are experiencing difficulties with meeting the resource plan the Secondary firm will be called upon to meet the needs. The Division of Budget uses a similar structure to help manage conflicts and resources under one of their contracts (C000428).</p>	
15.	General	<p>Can DOH provide any further detail regarding the expected numbers of embedded contract staff required between the two work locations (Albany and New York City), broken out by Staff Title?</p>	<p>For a detailed breakdown of the anticipated number of embedded staff between the Albany and New York City work locations, please reference column F in Attachment C: Cost Proposal.</p>
16.	General	<p>Will DOH publish all questions and answers submitted in response to this RFP?</p>	<p>Yes. Upon posting, they will be found by using the following link:  <a href="https://www.health.ny.gov/funding/rfp/16536/index.htm">https://www.health.ny.gov/funding/rfp/16536/index.htm</a></p>
17.	General	<p>Our organization has an existing BAA with DOH and we are prepared to handle PHI in accordance with the BAA terms agreed to by our organization and DOH in a prior engagement or otherwise negotiate such BAA. Please consider allowing such a provision.</p>	<p>BAA Agreements and their negotiations are program specific.</p>
18.	Section 3.0: Scope of Work (Page 7)	<p>Are you seeking a description of how we can recruit for these positions and fill all of these roles or are you seeking a description of the work to be performed?</p>	<p>When submitting a proposal, bidders should address all Technical Proposal requirements outlined in Section 6.2.D of the RFP.</p> <p>The Technical Proposal should consist of a narrative description of how the bidder will manage all aspects of the performance requirements of the</p>

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			<p>contract as expressed in Section 3.0 Scope of Work.</p> <p>Specifically, bidders should provide a detailed description of the bidder's proposed plan to implement, perform and oversee all of the requirements outlined in section 3.0-3.4 of the RFP.</p>
19.	Section 3.2: General Contractor Requirements/ Duties (Pages 8-11)	Is it a requirement that all of the embedded staff members reside in the city in which DOH wants them placed? If not, would DOH consider a proposal which envisions some resources staffed onsite Monday-Thursday, but working remotely on Fridays? This is especially relevant for highly specialized and experienced resources DOH requires that may not be available locally.	It is not required that all embedded staff members reside in the city in which DOH places them. However, travel to and from work will not be reimbursed. DOH will not allow embedded staff to work remotely and subsequently, bill for this work.
20.	Section 3.2 B: Contractor Requirements, Bullet 2 (Page 8)	Is the Contract Manager position a direct billable position? If so, what labor category is applicable? Or, is the government expecting the contractor to absorb this position into overhead cost?	The contract manager position is expected to be absorbed in overhead.
21.	Section 3.2 B: Contractor Requirements Bullet 5 (Page 8)	<p>The RFP states that should the Contractor's staff require a cell phone, laptop computer, personal digital assistant or other such mobile electronic device as required in the Position Request, the Contractor shall bear the cost of such equipment and shall remain the property of the Contractor.</p> <p>Please provide information on what minimum software will be required for the laptops and an estimate of the number of staff that will require a laptop. Will the State install any software on the laptops? If so, will the State maintain that software?</p>	<p>Please see Amendment One for this RFP located at.</p> <p><a href="https://www.health.ny.gov/funding/rfp/16536/index.htm">https://www.health.ny.gov/funding/rfp/16536/index.htm</a></p> <p>It is estimated that about 20-30 staff may need a cell phone.</p>

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		Please provide an estimate of the number of staff that will require a cell phone.	
22.	Section 3.2 B: Contractor Requirements Bullet 5 (Page 8)	This section references contractor's staff equipment. Can you quantify the number and type of equipment anticipated such as cell phones, laptops, etc.?	Please see response to Question #21.
23.	Section 3.2 B: Contractor Requirements Bullet 5 (Page 8)	What is included in the 'billed rates' with regard to software licenses? For example, while the RFP clearly states that hardware and technology such as cellular phones or laptops are the contractor's responsibility (Section 3.2B #5), there does not appear to be any mention of software licenses for DOH-required software.	Please see response to Question #21
24.	Section 3.2.B: Contractor Requirements (Page 8)	Page 8, Par. 6 of the contractor requirements references an incumbent. Can you kindly identify this incumbent?	Please see response to Question #2.
25.	Section 3.2.C: Hiring of Staff Requirements, Staff Evaluation and Staff Termination Requirements, Bullet 12 (Page 9)	This indicates requirements for weekly timecards. Is the government expecting the contractor to subsequently submit weekly invoices?	No. The contractor does not need to submit weekly invoices. The monthly invoice should include the hours from the month's weekly timecards.
26.	Section 3.2.C: Hiring of Staff Requirements, Staff Evaluation and Staff Termination Requirements, Bullet 12 (Page 9)	In section 3.2C, DOH ultimately selects/approves candidates from the candidate pool offered by the Contractor. How will this process allow the contractor to ensure compliance with the 15%/15% MWBE requirement?	If the selected prime contractor is not a certified MWBE, the Department anticipates the contractor to subcontract with Certified MWBEs for 30% of the total contract value. The Department is relying on the contractor's subcontracting ability to secure staffing positions, as well as payroll assistance, development of time a record system, assisting in recruitment

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			efforts, etc. Although these such costs are not directly billed for in this contract they do attribute to the full contract value.
27.	Section 3.2.D: DOH Responsibilities for Embedded Staff (Page 10)	Are contractor staff expected to report to DOH management or is the reporting to Contractor management who report to DOH management? In certain parts of the RFP, it discusses DOH staff directly supervising contractor staff, but in other sections, it contemplates contractor staff being responsible for performance reviews, which would seem to require at least some degree of contractor management (several items in Section 3.2D). Will DOH consider accepting proposals that consider variations on these reporting lines?	<p>It is anticipated that the Contractor staff be assigned and report to a specified DOH supervisor. The DOH supervisor will be responsible to ensure appropriate training, as needed, for day to day functions of the job.</p> <p>It is envisioned the Department supervisor will provide information to the contractor regarding performance of their employee.</p> <p>The RFP does not specifically require bidders to propose variations of this reporting line, but this may be negotiated upon contract award.</p>
28.	Section 3.2.D: DOH Responsibilities for Embedded Staff, Bullet 7 (Page 10)	This references employee time-off requests. Are there limits on the maximum number of consecutive days an employee can be off before a replacement is required i.e. 40 hours, 80 hours, etc.	Limits of the maximum number of consecutive days an employee can be off will be at the discretion of the Department and the contractor.
29.	Section 3.2.E: Contractor Responsibilities for Embedded Staff (Page 11)	Contractor staff are required to work a 40 hour work week, except for State holidays. The cost proposal form shows 2,000 paid hours per year per position. This represents 52 weeks at 40 hours per week minus 80 hours for the State holidays. Since the 2,000 hours does not include a deduction for sick leave and vacation, will the Contractor be allowed to bill for sick leave and vacation? If not,	The contractor can only bill for hours the employee worked in the office. The maximum amount of hours an employee can work in a year is 2,000 hours assuming he/she does not take a sick or vacation day.



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		please adjust the 2,000 hours total to account for deducting sick leave and vacation.	
30.	Section 3.2.E: Contractor Responsibilities for Embedded Staff (Page 11)	Contractor staff are required to work a 40 hour work week, except for State holidays. State staff work a 37 ½ hour work week. How is this discrepancy to be handled in terms of supervision of contractor staff by State supervisors?	In the event that the State supervisor is unavailable, contracted staff will be expected to utilize additional lines of supervision within the office to remediate their needs.
31.	Section 3.3.A: Embedded Staffing (Pages 11-13)	Can you advise on which positions are currently filled and which positions are vacant?	<p>As of 3/31/2016, the current breakdown is:</p> <p><b>Healthcare Program Associate/Healthcare Program Specialist*</b>  Current: 20  Hiring: 1  Total: 21</p> <p><b>Healthcare Data Analyst</b>  Current: 18  Hiring: 5  Total: 23</p> <p><b>Healthcare Financial Analyst</b>  Current: 11  Hiring: 3  Total: 14</p> <p><b>Medicaid Registered Nurse</b>  Current: 1  Hiring: 1  Total: 2</p>

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			<p><b>Healthcare Program Specialist</b>  Current: 35  Hiring: 9  Total: 44</p> <p><b>Medicaid Physician</b>  Current: 1  Hiring: 1  Total: 2</p> <p><b>Medicaid Program Advisor</b>  Current: 13  Hiring: 5  Total: 18</p> <p><b>Medicaid Program Director</b>  Current: 5  Hiring: 0  Total: 5</p> <p><b>Medicaid Program Manager</b>  Current: 10  Hiring: 0  Total: 10</p> <p><b>Senior Healthcare Program Specialist</b>  Current: 17  Hiring: 1  Total: 18</p>

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			<p><b>Healthcare Organizational Operations Administrator</b>            Current: 9            Hiring: 3            Total: 12</p> <p><b>Total</b>  <b>Current: 140</b>  <b>Hiring: 29</b>  <b>Total: 169</b></p> <p>*The requirements for this title have changed. Currently we have a mix of staff who meet one or the other qualifications.</p>
32.	Section 3.3.A: Embedded Staffing (Pages 11-13)	Can DOH provide any further detail regarding the expected numbers of embedded contract staff expected to be deployed within each "content area" (numbered 1 through 11) in Section 3.3A, broken out by Staff Title?	<p>The expected breakdown of embedded contract staff members is provided in Figure 1, on Pages 11-13 of the RFP.</p> <p>Staff members will not be deployed within a specific bullet (numbered 1 through 11) in Section 3.3.A of this RFP. This list provides general guidelines under which contracted staff will be working under, but not held specifically within or limited to.</p>
33.	Section 3.3.A: Embedded Staffing (Pages 11-13)	Figure 1 provides a table of the required positions. Fourteen position titles are listed. The cost worksheet Section A lists sixteen position titles. The additional two titles are Medicaid Program Manager and Sanitarian. Please provide the specifics for these two additional positions in Figure 1.	Please see response to Question #21.

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34.	Section 3.3.A: Embedded Staffing (Pages 11-13)	Can DOH provide any further detail on the expected number of contracted staff requested by contract year? Section 2.1 mentions a need for 350 staff, while Section 3.3A mentions that staffing levels will be determined by Department needs.	<p>For Contract Year 1, the Department estimates the need for 210 contract staff positions to be filled. Historically, on average DOH has hired 30-40 staff a year.</p> <p>For a current breakdown of contract staff, please see response to Question #31.</p>
35.	Section 3.3.A: Embedded Staffing (Pages 11-13)	The RFP describes 11 tasks/deliverables (Section 3.3A, #s 1-11) within the 7 OHIP divisions (Section 2.1). Are there any areas of work that are specifically not going to apply to certain divisions?	If work is requested outside of one of the seven divisions that falls under the scope of the contract, the contractor may be requested to assist that Division/Office.
36.	Section 3.4: Reporting Requirements (Page 16)	The RFP requires that the Contractor provide DOH with a complete electronic copy of their employee policy and procedure manual. Please confirm that this is provided after contract award and not with the bidder's proposal.	Yes, the bidder does not need to provide a copy of their employee policy and procedure manual with the bidder's proposal.
37.	Section 4.2: Preferred Qualifications (Page 16)	Can you kindly elaborate on the Preferred Qualifications in Section 4.2? It currently states: "Preference will be given to Contractors who are able to document prior experience or knowledge in the following areas," which includes, for example, disease management. Does the State mean that preference will be given to "Contractors who are able to document prior experience or knowledge <b>placing staff</b> in the following areas"?	No, preference will be given to Contractors who are able to document prior experience or knowledge in the areas lists.
38.	Section 5.6: Equal Employment Opportunity (EEO) Reporting (Page 21)	In the 2nd paragraph of Section 5.6, the Department includes the following language in its non-discrimination provisions: "... will not discriminate against an employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law	<p>This language is pursuant to Article 15 of the Executive Law.</p> <p>The second paragraph relates specifically to construction, demolition, replacement, major repair, renovation,</p>

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		<p>with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.”</p> <p>However, the next paragraph, in discussing non-discrimination employment requirements of subcontractors engaged in real property improvements, mentions only “race, creed, color, national origin, age, sex, disability, or marital status.”</p> <p>Does the Department intend for these categorizations of minority groups to be different? Similarly, while gender identity would be presumed to be protected in the first paragraph by reference to the State’s Human Rights Law and Governor Cuomo’s recent executive order on the subject, is it assumed as well that these protections would also be covered in the engagement of subcontractors for real property improvements?</p>	<p>planning or design of real property and improvements.</p> <p>Furthermore, Governor Cuomo’s recent executive order relates to restricting state employee travel, not real property improvements.</p>
39.	Section 6.1: Administrative Proposal, Subsection A MWBE Forms (Page 26)	M/WBE Forms are required to be included in the Administrative Proposal. These forms contain costing information. Should they be included in the Cost Proposal instead?	No, all M/WBE Forms are required to be submitted in the Bidder’s Administrative Proposal.
40.	Section 6.1: Administrative Proposal, Subsection F References (Page 27)	What is considered to be “similar” by NYS DOH?	DOH considered similar engagements to be any past placement of professional staff in the workforce and/or in the healthcare industry. This is further detailed in Section 3.0: Scope of Work of the RFP.
41.	Section 6.2: Technical Proposal (Page 28)	Are you seeking the prime contractor to provide example resumes of staff they can provide on this project or no?	Resumes are not required to be part of a Bidder’s Technical Proposal.
42.	Section 6.2: Technical Proposal (Page 28)	May the staff to be proposed fulfill the organizational experience being sought after on page 29, section 2?	It is the responsibility of the bidder to provide the justification of what is being requested in Section 2 on page 29.

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43.	Section 6.2: Technical Proposal (Page 28)	Does the Department wish to see resumes of existing staff already employed by the bidder who might be able to work on this contract? If so, approximately how many example resumes per Staff Title would the Department like included in a response? If sample resumes are provided, is it expected that those exact individuals would work on the project, or is there flexibility in proposed vs. actual staffing? Does the RFP require the submission of an organizational chart showing where these individuals reside within the proposed team?	Please see answer to Question #41.  An organizational chart outlining the proposed management team should be included as part of the Bidder's Technical Proposal.
44.	Section 6.2: Technical Proposal, Subsection D Technical Proposal Narrative, Bullet 3 Staffing Background and Experience (Page 29)	Sub-bullet a of this RFP section requests "a staffing plan that identifies the reporting line of the contract managers to their managers." Can the Department provide further clarification on this requirement? Is the Department requesting an overview of where the contract manager resides organizationally within the bidding firm, or is this asking for something else?	Yes, the Department is requesting an overview of where the contract manager resides organizationally within the firm.
45.	Section 6.2: Technical Proposal, Subsection D Technical Proposal Narrative, Bullet 4 Project Description (Page 29)	For this work, is NYS DOH managing the day-to-day work to be performed or is the vendor responsible for it?	Please see response to Question #27.

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46.	Section 6.3: Cost Proposal (Page 30)	<p>The RFP has two conflicting statements regarding travel costs for consulting services. Please reconcile the following two statements (emphasis added):</p> <p>Hourly Bill Rates for <b>Consulting Services</b> as described in Section 3.3.B must be <b>inclusive of</b> the costs for: salaries, <b>travel</b>, fringe benefits, administrative costs regardless of geographic location.</p> <p><b>Travel</b> for Embedded staff and <b>consultants</b> will be <b>reimbursed separately</b> as indicated in Section 3.2.C.13.</p>	Please see response to Question #33.
47.	Section 6.3: Cost Proposal (Page 30)	<p>The RFP mentions that travel costs should be billed separately under Section 5.3. However, section 6.3d indicates that hourly rates for contracted consultant staff should include travel expenses. Is the separate billing described in section 5.3 expected to include only travel to other DOH locations at DOH's request as discussed in section 3.2,E,3 on page 11?</p>	Please see answer to Question #33.
48.	Section 6.3: Cost Proposal (Page 30)	<p>The RFP states that Bidders shall propose hourly Pay Rates, Markup percentages and Bill Rates, for Albany and New York City, for each category of staff. It goes on to say Hourly Bill Rates for Embedded staff must be inclusive of the costs for: salaries, fringe benefits, administrative costs (including the contract manager); overhead; and profit. Please clarify which costs are included in the Markup percentages vs. the Pay Rates.</p>	The pay rate is the rate the embedded employee receives. The mark up percentage is the percent added to the employee's pay rate. The bill rate is the rate for which the contractor will bill the Department.
49.	Section 6.3: Cost Proposal (Page 30)	<p>In Section 6.3, the RFP states that "hourly bill rates" should include administrative costs, overhead and profit. Given the inclusion of these items with the hourly bill rate, what does the RFP consider to be included in mark up percentages? It is unclear what the mark-up percentage is designed to include over and above the overhead and profit already built into the hourly bill rates.</p>	Please see response to Question #48.

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50.	Section 6.3: Cost Proposal (Page 30)	Is the contractor required to provide salaries of embedded staff?	Yes, the contractor shall provide salaries of embedded staff as requested by the Department's contract manager.
51.	Section 7.0: Proposal Submission (Page 30)	Type size of eleven (11) points is required. May tables and charts use a smaller font provided they are legible?	Yes, tables and charts may use a smaller font provided they are legible.
52.	Attachment B: Proposal Document Checklist (Page 37)	Is this form solely for the bidder's use or is it to be submitted with the proposal. If it is to be submitted with the proposal, where should it be included?	This form should be submitted as part of the Administrative Proposal.
53.	Attachments	<p>Several of the forms that need to be completed and submitted with a proposal were designed as "fill in the blanks" forms. However, in the conversion of the RFP into a pdf the forms features have been rendered inaccessible. Please post the active forms versions of the forms that must be submitted with the proposal. These include:</p> <p>A Bidder's Certified Statements  D References  F Guide to New York State DOH M/WBE Required Forms &amp; Forms</p>	<p>Fillable forms for this RFP can be found by following the link below:</p> <p><a href="https://www.health.ny.gov/funding/rfp/16536/index.htm">https://www.health.ny.gov/funding/rfp/16536/index.htm</a></p>
54.	Attachment C: Cost Proposal (Page 39)	Attachment C (pages 1 and 2), Column F provides the anticipated number of staff by category and shows a total of 350. However, the total is only 335. Additionally, the last paragraph in Section 2.1 indicates that this contract will require 350 staff positions to be filled. Furthermore, Section 3.3 Figure 1, only identifies 312 of those positions. Please reconcile these different numbers and	Please see answer to Question #33.



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		update the applicable portions of the RFP as this has a definite impact on the total cost.	
55.	Attachment E: DOH Agreement, State of NY Agreement, Section III.C	State of New York Agreement Form Section III.C: Delete the second sentence and substitute the following: "This notice shall provide Contractor with a reasonable opportunity to cure, which shall be at least ten (10) business days. If the Contractor does not cure the issues giving rise to the termination notice, termination shall be effective at the end of the cure period specified in the notice."	The current language in the RFP meets the needs of the Department. This section will not be modified.
56.	Attachment E: DOH Agreement, State of NY Agreement, Section V.A	State of New York Agreement Form Section V.A, Indemnification: Please delete and replace in its entirety with the following: "Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully indemnify and save harmless the STATE from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property and intellectual property caused by any intentional act or negligence of Contractor, its agents, employees, partners or Subcontractors without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the STATE."	Please see answer to Question #55.
57.	Attachment E: DOH Agreement, Appendix D: General Specifications, Section B	Consider deleting all of the text after "whereupon" in line two and substituting the following: "the undersigned will perform the work with the intent that it shall be completed within the time mutually agreed to by the parties."	Please see answer to Question #55.
58.	Attachment E: DOH Agreement, Appendix D: General Specifications, Section C	Consider deleting "to the satisfaction of the Department" in lines two and three and substituting "in accordance with the terms of the Contract".	Please see answer to Question #55.

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59.	Attachment E: DOH Agreement, Appendix D: General Specifications, Section F	Consider deleting "to the satisfaction of the Department" in lines two and three and substituting "in accordance with the terms of the Contract".	Please see answer to Question #55.
60.	Attachment E: DOH Agreement, Appendix D: General Specifications, Section G	Consider deleting "to the satisfaction of the Department of Health."	Please see answer to Question #55.
61.	Attachment E: DOH Agreement, Appendix D: General Specifications, Section N	Section N (Date/Time Warranty): Note this term.	Please see answer to Question #55.
62.	Attachment E: DOH Agreement, Appendix D: General Specifications, Section Q	(Sufficiency of Personnel): Consider deleting this provision and substituting something along these lines: "The parties will discuss and mutually resolve any issues arising from the Department of Health's opinion that services cannot be satisfactorily performed because of insufficiency of Contractor personnel."	Please see answer to Question #55.
63.	Attachment E: DOH Agreement, Appendix D: General Specifications, Section T	(Provisions Upon Default): i. Paragraph 1: In line one, insert "material" before "terms"; add the following at the end: ", provided that the Department has first provided Contractor with a reasonable opportunity (of no less than ten (10) business days) to cure the deficiency in performance and the Contractor has failed to do so." ii. Paragraph 2: Add the following after the first sentence: "This notice shall provide Contractor with a reasonable opportunity to cure, which shall be at least ten (10) business days. If the	Please see answer to Question #55.

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		Contractor does not cure the issues giving rise to the termination notice, termination shall be effective at the end of the cure period specified in the notice."	
64.	Attachment E: DOH Agreement, Appendix D: General Specifications, Section W	<p>(Contract Insurance Requirements):</p> <ul style="list-style-type: none"> <li>i. Paragraph 1, Line 5: Delete "or by subcontractors".</li> <li>ii. Paragraph 1, line 8: Insert a period after "section".</li> <li>iii. Paragraph 1, Lines 8 and 9: Delete "which certificate or certificates shall state that".</li> <li>iv. Paragraph 1, Line 9, capitalize "The".</li> <li>v. Paragraph 1, Line 9: Delete "changed or".</li> <li>vi. Paragraph 1.b.ii: Delete "or by its subcontractors, including omissions and supervisory acts of the State."</li> <li>vii. Paragraph 1.b.iii: Delete "or by</li> </ul>	Please see answer to Question #55.
65.	Attachment E: DOH Agreement, Appendix D: General Specifications, Section Y	<p>(Confidentiality Clauses): Delete paragraph 4 and substitute the following: "4. All reports, data sheets, documents, etc. generated under this contract shall be the sole and exclusive property of the Department of Health, provided, however, that the work papers prepared by CONTRACTOR which are pertinent to its performance under this AGREEMENT and are used in preparation of contract deliverables are the property of CONTRACTOR and will be maintained in accordance with the terms and conditions of Item 10 of the Standard Clauses for New York Contracts (Appendix A). Upon completion or termination of this AGREEMENT, the CONTRACTOR shall deliver to the Department of Health upon its demand all copies of materials relating to or pertaining to this AGREEMENT. The CONTRACTOR shall have no right to disclose or use any of such material and documentation for any purpose whatsoever, without the prior written approval of the Department of Health or its authorized agents, except when required by law, legal process or applicable professional standards, or otherwise</p>	Please see answer to Question #55.

Question #	Corresponding RFP Section	Bidder's Question	Answer
		<p>permitted by this Agreement. The forgoing notwithstanding, CONTRACTOR may retain a copy of information received, developed, or otherwise relating to this AGREEMENT in order to comply with its contractual obligations and applicable professional standards. Information stored on routine back-up media for the purpose of disaster recovery will be subject to destruction in due course. Latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files and metadata that can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within the requirement for the return of records as set forth by this paragraph. In the event of a termination for default or convenience, CONTRACTOR shall not have any liability to the Department of Health as a result of the Department of Health's use of any unfinished, incomplete, or draft work products and materials that are furnished to it."</p>	
66.	Attachment E: DOH Agreement, Appendix D: General Specifications	<p>Additional Terms: Consider adding the following terms:</p> <p>i. Limitation of Liability: "Notwithstanding anything else herein to the contrary, the liability of the Contractor on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the services performed under the Contract shall be limited to the amount of fees paid or owing to Contractor under the Contract. In no event shall Contractor be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). This section shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, tort</p>	The Department will not agree to this addition.

		<p>(including but not limited to negligence) or otherwise and shall survive termination or expiration.”</p> <p>ii. Use Of Vendors. “Notwithstanding any other term in this Agreement, DOH acknowledges that in connection with the performance of services under the Contract, Contractor may use the services of Contractor-controlled entities and/or member firms of the Contractor to complete the services required by this Contract. DOH also acknowledges that in connection with the performance of services under the Contract, Contractor uses vendors within and without the United States to provide at Contractor’s direction administrative and clerical services to Contractor. These Contractor -controlled entities, member firms of the Contractor, and vendors (“Third Parties”) may in the performance of such services have limited access to information, including but not limited to confidential information, received by Contractor from or at the request or direction of DOH. Contractor represents to the State that each such vendor has agreed to conditions of confidentiality with respect to the Division’s information to the same or similar extent as Contractor has agreed to pursuant to the contract. Contractor will have full responsibility to cause these Third Parties to comply with such conditions of confidentiality and Contractor shall be responsible for any consequences of their failure to comply. Accordingly, DOH consents to Contractor’s disclosure to such Third Parties, and the use by such Third Parties of data and information, including but not limited to confidential information, received from or at the request or direction of DOH for the purposes set forth herein.”</p> <p>iii. Management Responsibility: “Contractor’s services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, DOH. The Contractor will not perform management functions or make management decisions for DOH.”</p>	
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	<p>iv. Third Party Usage: “Notwithstanding anything to the contrary in this Contract, any advice, recommendations, information, deliverables or other work product provided to DOH under this Agreement is for the sole use of DOH, and is not intended to be, and may not be, relied upon by any third party, and all advice, recommendations, information, deliverables, or other work product may be marked to so indicate. Except for disclosures that are required by law or that are expressly permitted by this Contract, DOH will not disclose or permit access to such advice, recommendations, information, deliverables, or other work product to any third party without the Contractor’s prior written consent.”</p> <p>v. Ownership of Materials: “Notwithstanding any other terms in this Contract, the Contractor retains all ownership rights in any proprietary methodologies, methods, processes, procedures, software, or source code of the Contractor that pre-exist or were developed outside the scope of this Contract. If any such property of Contractor is contained in any of the deliverables hereunder, the Contractor grants to DOH a royalty-free, paid-up, non-exclusive, perpetual license to use such Contractor intellectual property in connection with DOH’s use of the deliverables.”</p> <p>vi. “Communication: “CONTRACTOR may communicate with the Department of Health by electronic mail or otherwise transmit documents in electronic form during the course of this engagement. The Department of Health accepts the inherent risks of these forms of communication (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices) and agrees that it may rely only upon a final hardcopy version of a document or other communication that CONTRACTOR transmits to the Department of Health. The CONTRACTOR will exercise the same level of care to protect the Department of Health’s information under this AGREEMENT as CONTRACTOR exercises to protect its own</p>	
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		<p>confidential information but in no event less than reasonable care.”</p> <p>vii. Active Spreadsheets and Electronic Files: “Contractor may use models, electronic files, and spreadsheets with embedded macros created by Contractor to assist Contractor in providing the services under the Contract. If DOH requests a working copy of any such model, electronic file or spreadsheet, Contractor may, at its discretion, make such item available to DOH for DOH’s internal use only and such item shall be considered a deliverable (subject to the requirements herein); provided that DOH is responsible for obtaining the right to use any third party products necessary to use or operate such item.”</p> <p>viii. Volume Rebates: “Where Contractor is reimbursed for expenses, it is Contractor’s policy to bill clients the amount incurred at the time the good or service is purchased. If Contractor subsequently receives a volume rebate or other incentive payment from a vendor relating to such expenses, Contractor does not credit such payment to its clients. Instead, Contractor applies such payments to reduce its overhead costs, which costs are taken into account in determining Contractor’s standard billing rates and certain transaction charges that may be charged to clients.”</p> <p>ix. DOH Vendors: “DOH is aware that Contractor may be providing assurance, tax and/or advisory services to other actual or potential vendors of DOH. Contractor will perform an internal search for any potential client conflicts relating to any of the City’s vendors identified by DOH as having a role in connection with Contractor’s performance of this Agreement. DOH hereby agrees that a vendor’s status as a Contractor client does not impact Contractor’s engagement to perform this Agreement Contractor will advise DOH of any conflicts of interest that could prevent it from performing the Agreement. However, Contractor is a large firm that is engaged by new clients on a daily basis and as a result it cannot guarantee that, following its conflict search, an engagement for any other related party will not be accepted</p>	
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Question #	Corresponding RFP Section	Bidder's Question	Answer
		<p>somewhere else in Contractor's firm. Should any new information come to Contractor's attention, Contractor will promptly inform DOH. Contractor shall perform this Contract in accordance with applicable professional standards."</p>	