

**New York State Department of Health
Division of Epidemiology**

**Maintenance and Enhancement of the Web-Based New York State
Immunization Information System**

RFP #17786

Questions and Answers

June 20, 2018

1. **Question:** May companies from outside the USA bid for this contract?

Answer: The contract language (Appendix F, B&C) requires that all data remain in the continental US, and services accessing data be performed from locations within CONUS.

2. **Question:** Will the selected vendor need to travel to in-person meetings at the New York State Department of Health?

Answer: Yes. The vendors assigned Project Manager must be fully engaged in managing the project and will be required to have a presence at the NYSDOH in Albany, New York. The extent and frequency of on-site presence of the selected vendor's Project Manager will be based on the needs of the project and the requirements of the organization issuing this RFP; this decision will be made by the NYSDOH and will be binding to the selected vendor. Please see RFP Section 4.2.11, page 13.

3. **Question:** May the selected vendor perform the contract tasks from a location outside USA?

Answer: The contract language (Appendix F, B&C) requires that all data remain in the continental US, and services accessing data be performed from locations within CONUS.

4. **Question:** Can we submit the proposals via email?

Answer: No. Please see RFP Section 8.0, pages 37-39.

5. **Question:** Would it be possible to find out what the estimated budget is for this contract?

Answer: No. Bidders are requested to complete the cost proposal form.

6. **Question:** Does the department have any plans to make this system interoperable with other Health IT systems?

Answer: Yes. NYSIIS is currently interoperable with many Health IT systems.

8. **Question:** Please provide the name of the firm that is currently providing the services in the RFP.

Answer: DXC Technologies, formerly called HP Enterprises.

9. **Question:** Please provide the names of the firms invited to bid.

Answer: This question is not relevant to the development of a proposal under this RFP.

10. **Question:** Please provide the names of the firms that requested a RFP or downloaded the RFP from the Department of Health website.

Answer: This question is not relevant to the development of a proposal under this RFP.

11. **Question:** Please provide the names of the firms that downloaded the RFP from the Contract Reporter website.

Answer: This question is not relevant to the development of a proposal under this RFP.

12. **Question:** Please note that Section 4.2.6 states that NYS Office of ITS is responsible for the maintenance and upkeep of all servers, storage, backup, network and operating systems for the application. Additionally, Attachment A lists four environments: production, QA/training, DR production, and DR QA/training. The Development and Staging environments are not referenced in the RFP. Please confirm that NYSDOH will provide those environments and associated hardware, software, maintenance and upkeep. If not, please provide requirements for these environments.

Answer: NYSDOH will purchase hardware and software licenses for the development environment. The vendor is responsible for software installation, patching, and hosting of the development environment.

13. **Question:** Regarding Limitation of Liability (no reference in the RFP), vendor requests the following item to be discussed after notification of award:

Contractor proposes a standard limitation of liability capped at the total fees paid preceding the date of the last act/omission giving rise to the liability. This provision excludes claims for personal injury and Contractor's intentional tortious misconduct and damages such as punitive, consequential and lost profits. Contractor's proposed language mitigates commercial risk and allows for competitive prices to be offered to the State.

Answer: See Amendment #1 for revised Limitation of Liability language.

14. **Question:** Regarding Set-off rights, Standard Clauses for NYS Contracts, Section 9, page 6, vendor requests the following item to be discussed after notification of award:
- i. Set-off rights be limited to moneys due under this Contract, and
 - ii. Capped at 10% of monthly charges as a set-off for amount disputed in good faith.

Answer: This language will not be considered.

15. **Question:** Regarding Provisions Upon Default, III. Term and Termination, Section G. 1., page 17, vendor requests the following item to be discussed after notification of award: i. Default termination for material failure and not through any cause.

Answer: This language will not be considered.

16. **Question:** Regarding Contract Insurance Requirements, vendor requests the following item to be discussed after notification of award:
- (a) - IV. Contract Insurance Requirements, Section A., page 18 – Contractor does not share copies of policies with clients; rather, we can provide insurance certificates.
 - (b) - Section B. 6., page 20 – Contractor reserves the right to determine reasonable deductibles. Contractor maintains deductibles appropriate for a company of its size and breadth.
 - (c)- Section C. 4., page 22 – Contractor's Commercial Auto Liability coverage/limits: \$3 million each accident.

Answer: (a) The Department will accept certificates of insurance. (b) The Department does not dictate the deductibles. (c) The Contractor shall possess Auto Liability insurance that has a combined single limit for bodily injury and property damage of at least \$1M and shall name the Department as additional insured.

17. **Question:** Regarding Indemnification – IX. General Specifications, Section J, page 31, vendor requests the following item to be discussed after notification of award:
- Contractor proposes indemnifying the Department from third party claims caused by the operations of the Contractor and/or its subcontractors under this Agreement to the extent resulting from any intentional or negligent act.

Answer: As part of Attachment 7, Bidder's Certified Statements, bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH reserves the right to negotiate terms of the contract that are

non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all the terms and conditions as set forth in the RFP without modification should NYSDOH determine that that constitutes the best interests of New York State.

18. **Question:** Regarding Data Breach – Appendix F, Section E. 5., page 41, vendor requests the following item to be discussed after notification of award:
Contractor proposes that corrective action be taken in the reasonable timeframe required by the Department. Contractor will accept financial responsibility for corrective action, including third party corrective action/services, if Contractor was at fault for the breach.

Answer: As part of Attachment 7, Bidder's Certified Statements, bidders are required to certify that they accept the contract terms and conditions as set forth in the RFP. NYSDOH reserves the right to negotiate terms of the contract that are non-material in nature with the contract awardee, within the scope of the RFP and in the best interests of New York State. Nonetheless, bidders must be fully prepared to accept all the terms and conditions as set forth in the RFP without modification should NYSDOH determine that that constitutes the best interests of New York State.