



# Department of Health

RFP # - 20335

**Maintenance and Enhancement of the Web-Based New York State Immunization Information System  
Amendment # 1**

*Questions and Answers Posted December 4, 2023*

| Question # | Corresponding RFP Section | Question   | Answer   |
|------------|---------------------------|--|--|
| 1.         | General                   | Can NY State provide a rough budget level for this project?  | This is not relevant for a vendor to prepare their bid response.   |
| 2.         | General                   | Who is the incumbunt vendor?   | Gainwell Technologies LLC  |
| 3.         | General                   | Who is the incumbent operator/developer of the current NYSIIS?   | Gainwell Technologies LLC  |
| 4.         | General                   | Are they eligible to bid on this project?  | Yes  |
| 5.         | Overview                  | Page 3 of the proposal states, "In addition, the vendor shall implement activities that include expanding the scope of NYSIIS to collaborate with other NYSDOH Programs and health information exchange initiatives". Can you please elaborate further on that statement? What other programs do you aspire to collaborate with during the performance period of this contract? What health information exchange initiatives do you aspire to collaborate with during the performance period of this contract? | The Department is not able to anticipate all future collaborations and new exchange initiatives. Examples of past efforts include integration with the Early Hearing Detection Intervention Program and exchange with the federal IZGateway. |

| Question # | Corresponding RFP Section | Question  | Answer  |
|------------|---------------------------|---|---|
| 6.         | Overview                  | Page 3 of the proposal states “The Department is also interested in moving towards more modern data and IT solutions”. What types of modernization does the department envision for NYSIIS?   | We are open to all solutions.   |
| 7.         | 2.1                       | Which of the deliverables listed on page 3 of the proposal would modernization activities belong to? For example, would they belong to “4.1.3 Change Requests and Enhancements”?  | This will depend on the system/solution being proposed by the vendor.                                   |
| 8.         | 3.1                       | Five (5) years general Immunization Information System (IIS) experience. This may include development or support of an operational system. Question/point of clarification: will similar experience to IIS count?   | No  |
| 9.         | 3.1                       | Would the state consider making relevant Immunization Registry experience mandatory rather than preferred in order to assure the continued quality performance of the program?  | No  |
| 10.        | 4.1                       | Would the department be open to incrementally shifting the NYSIIS front end to a modern UI framework over time (perhaps using React) in order to achieve the benefits that can be achieved through the use of such a framework?   | The bidder should propose a reasonable and technologically sound transition plan in their bid response. |
| 11.        | 4.1                       | Is the department seeking a vendor that would research and propose improvements to the technical architecture of the system for the department to consider, or does the department intend to retain the existing technical architecture and/or unilaterally research and specify any changes to the technical architecture. | We are open to all solutions.   |
| 12.        | 4.1                       | Is government keen on migrating application to the cloud OR open to keep the current hosting set up while modernizing application one step at a time?   | We are open to all solutions.   |
| 13.        | 4.1                       | Are you open to solutions based on proprietary software platforms but standards-based or are you looking to use open-source platform?   | We are open to all solutions  |
| 14.        | 4.1                       | Is there any Mobile App supporting this application?  | There is currently no mobile application  |
| 15.        | 4.1                       | Can NY provide the missing Exhibit A: NYSIIS Infrastructure Description?  | Yes, please see Amendment 1   |

| Question # | Corresponding RFP Section | Question   | Answer   |
|------------|---------------------------|--|--|
| 16.        | 4.1                       | Section 4.1 refers to an "Exhibit A: NYSIIS Infrastructure Description" which is not a link and not part of the RFP document. Can you provide that?  | Yes, please see Amendment 1  |
| 17.        | 4.1                       | Exhibit A NYSIIS Infrastructure Description was not included in the RFP. Can the state please provide this file.   | Yes, please see Amendment 1  |
| 18.        | 4.1                       | Please refer to Exhibit A: NYSIIS Infrastructure Description for details on how the NYSIIS Application is currently configured. Question/point of clarification: Where do we locate Exhibit A?   | Yes, please see Amendment 1  |
| 19.        | 4.1.1                     | Where's the current application hosted at, on-premise OR Cloud? If cloud, please name (AWS, Azure, GCP, Oracle).   | The app is hosted on-premise.  |
| 20.        | 4.1.1                     | Phase I – Assessment of Current Environment. Question/point of clarification: Will we have access to these environments details, the tech docs and source code, the NYSIIS and NYS ITS reps prior to the RFP response? If not how are we expected to scope the work accurately? Same thing for the Transition Plan for NYSIIS support during this phase. | Please see detailed information supplied in the RFP document and applicable attachments.   |
| 21.        | 4.1.1                     | Transition of Ownership. The plan should include a process by which the vendor's system can be fully migrated. Question/point of clarification: Please clarify on vendor's system migration - which system are we talking about?   | At the end of the awarded contract, the system awarded through this RFP will need to be migrated to the next awarded vendor and/or NYSDOH. |
| 22.        | 4.1.1                     | What is the state's desired timetable for these four phases?   | The bidder should propose a reasonable and technologically sound transition plan and timeframes in their bid response.                     |
| 23.        | 4.1.2                     | Does government want 24/7 support?   | Please see RFP section 4.1.2   |
| 24.        | 4.1.2                     | What is the current system up-time or SLA?   | Please see RFP Section 4.1.2 and Amendment 1   |

| Question # | Corresponding RFP Section | Question   | Answer   |
|------------|---------------------------|--|--|
| 25.        | 4.1.2                     | The vendor Project Manager and/or appropriate vendor assigned staff, will be required to have an onsite presence at least quarterly for one business day, depending on the needs of the project. Question/point of clarification: where will be the onsite location (city, state)?   | In Albany, New York.   |
| 26.        | 4.1.2                     | Share previous assessment report or more information of current system & network setup as well security posture  | Please see Amendment 1   |
| 27.        | 4.1.2                     | Can you share the current system diagram, Network diagram, Application set up if available?  | Please see Amendment 1   |
| 28.        | 4.1.2                     | What is your current incident/ticket response SLA ?  | Please see Amendment 1   |
| 29.        | 4.1.2                     | Can you share the current technology stack used for the application?   | Please see Amendment 1   |
| 30.        | 4.1.2                     | 2 Paragraph 1 states: "A response outside of normal business hours should be initiated within 1 hour of an issue being reported". Paragraph 2 states "The vendor team will be responsible for notifying NYSDOH NYSIIS Program Manager within 15 minutes by telephone". These two requirements seem to conflict. Please clarify.  | The 15 minutes notification window is when issues are causing direct (immediate) interruption to NYSIIS users. The one hour response window is only for critical system issues that arise after hours (not directly impacting NYSIIS users). |
| 31.        | 4.1.2                     | Paragraph 1 states: "The vendor will provide on-call support 24 hours a day, 365 days a year to resolve critical and high system defects or to run selected jobs." Is the expectation that the vendor is actively monitoring the system outside normal business hours for system availability? That would seem to conflict with the Help Desk hours noted under Help Desk Support in Section 4.1.4 which states "Tier 1 and Tier 2 help desk support services will be available on State business days, Monday – Friday, 8:00 am to 5:00 pm, EST". | The vendor is not expected to be actively monitoring the system outside normal business hours. The vendor needs to be reachable outside normal business hours by NYSIIS program staff to resolve critical and high system defects.           |
| 32.        | 4.1.3                     | Historically, over the past 3 to 5 years, what proportion of the overall NYSIIS Maintenance and Enhancement  | Numerous changes have been made to NYSIIS over its existence that both   |

| Question # | Corresponding RFP Section | Question  | Answer   |
|------------|---------------------------|---|--|
|            |                           | efforts have been dedicated to modernization of NYSIIS?   | enhanced and/or modernized system functionality. On average, at least four releases occur each year.   |
| 33.        | 6.3                       | Going forward, during the performance period of this contract, what proportion of the overall NYSIIS Maintenance and Enhancement efforts does the department anticipate dedicating to modernization of NYSIIS?  | The bidder should propose a reasonable and technologically sound plan for modernization in their response.   |
| 34.        | n/a                       | Would the department be open to incrementally shifting NYSIIS to a microservice architecture over time (perhaps using Java Spring Boot) in order to achieve the benefits that such an architecture would offer?   | The bidder should propose a reasonable and technologically sound transition plan in their response.  |
| 35.        | 4.11                      | Can the State provide more information on the workforce suitability determination with respect to the criminal history or other items that may need to be reviewed, and would an attestation that employees supporting the work meet minimum requirements suffice?        | <p>Section 4.8 of the Information Security IT Policy (<a href="https://its.ny.gov/system/files/documents/2022/10/nys-p03-002_information_security_policy.pdf">https://its.ny.gov/system/files/documents/2022/10/nys-p03-002_information_security_policy.pdf</a>) is for the State workforce.</p> <p>The vendor should ensure they are meeting the confidentiality requirements as documented in 4.11 of the RFP.</p> |
| 36.        | 4.16.1                    | Does New York State recognize the state of Maryland Minority-Owned Business Enterprise certification?   | New York State only recognizes New York State certified.   |
| 37.        | 4.16.1                    | Does a firm which is certified to be <i>both</i> minority owned and woman owned count towards both requirements simultaneously? In either words, is only a 15% subcontract to such a company sufficient for the entire MWBE requirement?                                  | No, dually certified entities must choose which requirement they will be meeting.  |
| 38.        | 4.16.1                    | We are currently working on a CDC project related to surveillance systems and interested in subcontracting opportunities. As a women/minority-owned healthcare IT company, would it be possible to provide our contact information to bidders interested in our services? | Yes, please provide and we will add your company to the listing of MWBEs willing to partner for this project.  |

| Question # | Corresponding RFP Section | Question  | Answer   |
|------------|---------------------------|---|--|
| 39.        | 4.16.1                    | Given that the solution is primarily supporting an existing system, with limited named resources, would the state consider a lower MBE/ WBE requirement to ensure a cost-effective solution?  | As there are interested entities willing to partner, the State will keep the requirement as stated in Section 4.16.1 |
| 40.        | 4.16.1                    | For purposes of this RFP, DOH hereby establishes an overall goal of Insert Goal% for M/WBE participation. Question/point of clarification: what is the overall goal of (Insert Goal%)? 30%?   | The overall goal is 30%  |
| 41.        | 4.16.1                    | Question/point of clarification: Does New York State recognize the state of Maryland Minority-Owned Business Enterprise certification?  | No, the entity must be New York State Certified.   |
| 42.        | 4.16.1                    | Question/point of clarification: Is a completed Attachment 5 (form #2) required if 1) As a MBE, and the Prime contractor, we do not plan to use subcontractors?   | No, you would be submitting yourself as how you are meeting the goal.  |
| 43.        | 4.16.1                    | Question/point of clarification: As the Prime contractor, a MBE with no subcontractors, is a completed Staffing Plan (Form 4) required?   | Yes, it is needed regardless from the Prime.   |
| 44.        | 4.2                       | Contractor requests the following exception: Only Lead Staff Roles assigned to this contract pursuant to this Section 4.2 (“Minimal Technical Staff Positions”) are subject to DOH approval prior to commencing work or if a replacement is required. During the term of the contract, if substitution of a lead role is required, the qualifications of the newly appointed staff will need to meet or exceed the competencies of those staff previously identified in this endeavor. Any substitutions of a lead role will be subject to DOH approval in writing. | Yes, NYSDOH will only need to approve lead roles.  |
| 45.        | 4.8                       | Can the State provide their background check / investigation requirements along with the pass / fail thresholds (adjudication process)?   | Section 4.8 is the WIR LLA. Please read and plan accordingly in RFP response.  |
| 46.        | 4.8                       | Does this project represent a strong intention by NYS to the WIR platform for the foreseeable future, with an expectation that it be modernized, as opposed to being replaced by another product?   | We are open to all solutions.  |

| Question # | Corresponding RFP Section | Question  | Answer   |
|------------|---------------------------|---|--|
| 47.        | 4.8                       | Is it NY's intention to continue to accept code from WIR states, or can the current code base be modernized without fear of requiring compatibility with changes to WIR from other jurisdictions in the future?   | If current code base is utilized, then NY will continue to accept and share code with the WIR consortium.  |
| 48.        | 6.1                       | Administrative Proposal. Question/point of clarification: what is the prescribed format?  | Please see Section 7 of the RFP which delineates how to submit your proposal.  |
| 49.        | 6.1                       | A proposal consists of three distinct parts: (1) the Administrative Proposal, (2) the Technical Proposal, and (3) the Cost Proposal. The table below outlines the requested format and volume for submission of each part. Proposals should be submitted as prescribed below. Question/point of clarification: where is the table below? I see the last section of 7 is five bulleted paragraphs.   | Please see Amendment 1, there is no table to reference.  |
| 50.        | 6.1                       | Question/point of clarification: How do we provide the forms in the same order in which they are requested?   | There is no requirement for the order that the forms be submitted. All required forms should be submitted. Please see Section 7 of the RFP which delineates how to submit your proposal. |
| 51.        | 6.1.12                    | State Finance Law Consultant Disclosure Provisions. Submit State Consultant Services Form A: Contractor's Planned Employment and Form B: Contractor's Annual Employment Report , available at: <a href="http://www.osc.state.ny.us/agencies/forms/ac3271s.doc">http://www.osc.state.ny.us/agencies/forms/ac3271s.doc</a> and <a href="http://www.osc.state.ny.us/agencies/forms/ac3272s.doc">http://www.osc.state.ny.us/agencies/forms/ac3272s.doc</a> . Question/point of clarification: Are these forms completed after award or as part of the RFP Admin Proposal? Clarify after award (says successful bidder). | Bidders may submit them as part of their Administrative Proposal. If not received with their Administrative Proposal, they will be required upon notification of award.                  |
| 52.        | 6.1.12                    | Section states: "Submit State Consultant Services Form A: Contractor's Planned Employment and Form B: Contractor's Annual Employment Report, available at ...". Please confirm this is to be submitted by the awardee at the time of award, and not with our proposal submission.   | Yes, this can be submitted with the proposal or at the time of the award from the successful bidder.   |

| Question # | Corresponding RFP Section | Question   | Answer  |
|------------|---------------------------|--|---|
| 53.        | 6.1.13                    | Sales and Compensating Use Tax Certification (Tax Law, § 5-a). Question/point of clarification: are the completed forms required as part of the Bid proposal?  | Bidders may submit them as part of their Administrative Proposal. If not received with their Administrative Proposal, they will be required upon notification of award.   |
| 54.        | 6.1.13                    | Sales and Use Tax Certification. Question/point of clarification: Where do we get a copy?  | They are available through these links: for the ST-220 CA: <a href="http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf">http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf</a> and for ST-220 TD: <a href="http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf">http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf</a> |
| 55.        | 6.1.13                    | Submit these Forms, available through these links: ST-220 CA: <a href="http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf">http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf</a> ST-220 TD: <a href="http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf">http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf</a> . Question/point of clarification: are the completed forms required as part of the Bid proposal?          | Bidders may submit them as part of their Administrative Proposal. If not received with their Administrative Proposal, they will be required upon notification of award.   |
| 56.        | 6.2.4.1                   | RFP Requirement: Describe the Bidder's qualifications, experience, competence, and capacity to meet the transition requirements described in RFP Section 4.13 to transition current contract activities performed by the Contractor to the Department, another Department agent or successor Contractor during or at the end of the contract. Please confirm the section number for the transition section. The RFP references 4.13, however, 4.13 is the Payment section. | This is corrected to Section 4.12. please see Amendment 1   |
| 57.        | 6.2.4.1                   | Calls for Resumes for Minimum Technical staff positions for maintenance of NYSIIS (Section 4.2). Section 4.2 (Staffing) identifies Minimum Technical staff positions as (1) Lead Business Analyst, (1) Database Administrator, (1) Project Manager, and Developer/System Engineer. Please confirm the intent is to provide a resume for the Lead Developer / System Engineer, and not all Developer/System Engineer assigned to the team.                                  | Yes, the intent is to provider resumes for the key staff, not all team members.   |



| Question # | Corresponding RFP Section | Question   | Answer   |
|------------|---------------------------|--|--|
| 58.        | 9 Attachments             | Please confirm if we need to submit attachments A, C, D, and X. If yes, please share the details of the placement.   | <p>You should submit Attachment A and must submit Attachment B. You do not need to submit <b>Attachments C, D, and X.</b></p> <p>Please see Section 7 of the RFP which delineates how to submit your proposal.</p> |
| 59.        | 9 Attachments             | Can the state please provide editable versions of the attachments.   | The vendor can convert to any format needed for completing the required information.   |
| 60.        | 9 Attachments             | Attachment D includes a cover page, with no pages behind it. Can the state please provide a copy of the attachment   | Yes, please see Amendment 1  |
| 61.        | 9 Attachments             | Attachment B-Cost Proposal was not provided in an editable version. Can the state provide an editable version? If not, can the vendor convert the file to a MS Word document for population?   | The vendor can convert to any format needed for completing the required information.   |
| 62.        | 9 Attachments             | Attachment B-Cost Proposal Requirement: Bidders must bid a single Deliverable Price for each One-Time Deliverable, a single Annual Deliverable Price for each Service Based Deliverable and Single Hourly rate, no ranges, for Change Request/System Enhancement Efforts for Years 1 - 3; a Single Deliverable Price or Hourly Rate for Years 5 - 6 and a Single Deliverable Price or Hourly Rate for Year 6 - 7. There is no reference for year 4 price. Can state provide the updated content as well as updated pricing template? | Yes, please see Amendment 1  |
| 63.        | Attachment 6.             | Question/point of clarification: does the use of New York State based airports, airlines, transportation, restaurants, hotels, retail, commodity services (Kinkos, FedEx, etc.) count?   | No   |
| 64.        | Attachment 8              | MISCELLANEOUS/CONSULTANT SERVICES, Face Page of State of New York Contract. Question/point of clarification: does the face page, pages 1-2 need to be completed and included with the Administrative Proposal?   | No   |

| Question # | Corresponding RFP Section | Question  | Answer  |
|------------|---------------------------|---|---|
| 65.        | Attachment 8              | <p>Section IV Insurance Section A; NYSDOHC, Page 5:<br/> Contractor requests the following exception -<br/> A. Prior to the start of work under this Contract, the CONTRACTOR shall procure at its sole cost and expense, and shall maintain in force at all times during the term of this Contract, insurance of the types and in the amounts as herein below set forth, written by companies authorized by the New York State Department of Financial Services to issue insurance in the State of New York ("<del>admitted</del>" "<u>authorized</u>" carriers) with an<br/> A.M. Best Company rating of "A-" <del>or better or as acceptable to the DEPARTMENT</del>. Before commencing performance of the work, the CONTRACTOR shall deliver to the DEPARTMENT evidence of such policies in <del>an Accord form acceptable to the DEPARTMENT</del>. These policies must be written in accordance with the requirements of the paragraphs below, as applicable.<br/> <del>The DEPARTMENT may, at its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when Certificates and/or other policy documentation is accompanied by a completed Excess Lines Association of New York (ELANY) Affidavit; provided that nothing herein shall be construed to require the DEPARTMENT to accept insurance placed with a non-authorized carrier under any circumstances.</del></p> | <p>No, the Department does not accept these requested changes.</p> <p>The Department does change the definition to: "(hereinafter referred to as "admitted" or "authorized") carriers".</p> |
| 66.        | Attachment 8              | <p>Section IV Insurance Section B(2); NYSDOHC, Page 5:<br/> Contractor requests the following exception -<br/> If the policy is cancelled or not renewed during that time, the CONTRACTOR must purchase at its sole expense <u>Discovery Clause extended reporting period</u> coverage sufficient to complete the 3- year period after completion of the Contract.</p>  | <p>The Department is willing to accept this requested change and will effectuate such change in the final contract with the selected bidder.</p>  |

| Question # | Corresponding RFP Section | Question  | Answer   |
|------------|---------------------------|---|--|
| 67.        | Attachment 8              | <p>Section IV Insurance Section B(3); NYSDOHC, Page 5 Contractor requests the following exception - CONTRACTOR shall provide a Certificate or Certificates of Insurance, <del>in a form satisfactory to the DEPARTMENT</del>, before commencing any work under this Contract. Number. Certificates shall be mailed to:</p> <p>Name/Title: Sue Mantica / Director Organization: NYS DOH, Bureau of Contracts Address: Room 2834, Corning Tower ESP Address: Albany NY 12237</p> <p>Unless otherwise agreed, policies shall be written so as to include a provision that the policy will not be canceled, <del>materially changed, or not renewed</del> without at least 30 days prior written notice except for non-payment as required by law to the DEPARTMENT at the address specified above in this paragraph. <u>If any insurance policy required herein and maintained by CONTRACTOR does not provide advance notice to third parties then, prior to any cancellation of such insurance, CONTRACTOR shall have new insurance policies in place that meet the requirements of this Agreement. In addition, if required by the DEPARTMENT, the CONTRACTOR shall deliver to the DEPARTMENT within forty-five (45) days of such request a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete.</u></p> | No, the Department is not willing to accept these requested changes. |
| 68.        | Attachment 8              | <p>Section IV Insurance Section B(3); NYSDOHC, Page 6 Contractor requests the following exception - Certificates of Insurance shall: <del>(a) Be in the form approved by the DEPARTMENT.</del> (b) Disclose any deductible, self-insured retention, aggregate limit <del>or any exclusion to the policy that materially changes the coverage</del> required by this Contract. (c) Specify the Additional Insureds and Named Insureds as required</p>  | No, the Department is not willing to accept these requested changes. |

| Question # | Corresponding RFP Section | Question   | Answer   |
|------------|---------------------------|--|--|
|            |                           | <p>herein. (d) Refer to this Contract by number, the Supplemental Certificate, and any other attachments on the face of the certificate. <del>(e) When coverage is provided by a non-admitted carrier, be accompanied by a completed ELANY Affidavit,</del> and (f) Be signed by an authorized representative of the insurance carrier or producer.</p> <p><del>Only original</del> <u>Copies of such</u> documents (Certificates of Insurance, Supplemental Insurance Certificates, and other attachments) will be accepted. Electronic forms will be accepted as original documents, provided the subject electronic document can be directly traced back to the insurance carrier, agent, or broker via email distribution or similar means.</p>  |  |
| 69.        | Attachment 8              | <p>Section IV Insurance Section B(4); NYSDOHC, Page 6 Contractor requests the following exception -</p> <p>4. Primary Coverage. The <del>liability and protective commercial and auto</del> liability insurance policies shall provide primary and non-contributory coverage to the DEPARTMENT for any claim arising from the CONTRACTOR'S Work under this CONTRACT, or as a result of the CONTRACTOR'S activities. Insurance policies that remove or restrict <del>blanket</del> contractual liability located in the "insured contract" definition (as stated in Section V, Number 9, Item f in the ISO CGL policy) so as to limit coverage against claims that arise out of the work, or that remove or modify the "insured contract" exception to the employer's liability exclusion, or that do not cover the additional insured for claims involving injury or employees of the named insured or subcontractors, are not acceptable.</p> | <p>The Department is willing to accept this requested change and will effectuate such change in the final contract with the selected bidder.</p> |

| Question # | Corresponding RFP Section | Question   | Answer   |
|------------|---------------------------|--|--|
| 70.        | Attachment 8              | <p>Section IV Insurance Section B(5); NYSDOHC, Page 6 Contractor requests the following exception -</p> <p>5. Policy Renewal/Expiration. <del>At least two weeks prior to the expiration</del> <u>At the time of renewal</u> of any policy required by this Contract, evidence of renewal or replacement policies of insurance with terms no less favorable to the DEPARTMENT than the expiring policies shall be delivered to the DEPARTMENT in the manner required for service of notice in subsection B.3. Certificates of Insurances/Notices of this Section. If, at any time during the term of this Contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Contract or proof thereof is not provided to the DEPARTMENT, the CONTRACTOR shall immediately cease work under this Contract. The CONTRACTOR shall not resume work under this Contract until authorized to do so by the DEPARTMENT. Any delay, time lost, or additional cost incurred as a result of the CONTRACTOR not having insurance required by this Contract or not providing proof of same <del>in a form acceptable to the DEPARTMENT</del> shall not give rise to a delay claim or any other claim against the DEPARTMENT. Should the CONTRACTOR fail to provide or maintain any insurance required by this Contract, or proof thereof is not provided to the DEPARTMENT, the DEPARTMENT may withhold further Contract payments, treat such failure as a breach or default of the Contract, and/or, after providing written notice to the CONTRACTOR, require the Surety, if any, to secure appropriate coverage and/or purchase insurance complying with this Contract and charge back such purchase to the CONTRACTOR.</p> | No, the Department is not willing to accept these requested changes. |

| Question # | Corresponding RFP Section | Question  | Answer  |
|------------|---------------------------|---|---|
| 71.        | Attachment 8              | Section IV Insurance Section B(6); NYSDOHC, Page 7 Contractor requests the following exception - Self-Insured Retention/Deductibles. Certificates of Insurance must indicate the applicable deductible/self-insured retentions <del>above \$100,000.00, which are subject to approval from the DEPARTMENT. Additional surety/security may be required in certain circumstances.</del> The CONTRACTOR shall be solely responsible for all claim expenses and loss payments within the deductible or self-insured retention.  | No, the Department is not willing to accept these requested changes.  |
| 72.        | Attachment 8              | Section IV Insurance Section B(6); NYSDOHC, Page 7 Contractor requests the following exception - If the Contract involves work on or near a shoreline, a U.S. Longshore and Harbor Workers' Compensation Act <del>and/or Jones Act policy endorsement</del> as applicable must be provided. Any waiver of this requirement must be approved by the DEPARTMENT and will only be granted in unique or unusual circumstances   | No, the Department is not willing to accept these requested changes.  |
| 73.        | Attachment 8              | Section IV Insurance Section C(3); NYSDOHC, Pages 8-9 Contractor requests the following exception - For work to be performed in New York State, the CONTRACTOR shall provide and maintain Commercial General Liability Insurance (CGL) covering the liability of the CONTRACTOR for bodily injury, property damage, and personal/advertising injury arising from all <u>CONTRACTOR</u> work and operations under this Contract, using form CG 00 01 <del>12-07 04 13</del> or a policy providing equivalent coverage. The limits under such policy shall not be less than the following: a. Each Occurrence limit - \$1,000,000; (b) General Aggregate - \$2,000,000; (c) Products/Completed Operations must be equivalent to the "General Aggregate" limit; (d) Personal/Advertising Injury - \$1,000,000; (e) Damage to Rented Premises - \$50,000; (f) Medical Expense - | The Department is willing to accept this requested change and will effectuate such change in the final contract with the selected bidder. |

| Question # | Corresponding RFP Section | Question  | Answer |
|------------|---------------------------|---|--------|
|            |                           | <p>\$5,000</p> <p>Coverage shall include, if applicable, the following: a. premises liability; (b) <u>liability for the use of</u> independent contractors/subcontractors;(c) <del>blanket</del> Contractual liability, including tort liability of another assumed in a Contract;(d) defense and/or indemnification obligations, including obligations assumed under this Contract <u>to the extent insurable and subject to policy terms and conditions</u>; (e) <del>cross liability separation of insured provision</del> for additional insureds; (f) products/completed operations for a term of no less than 3 years, commencing upon acceptance of the work, as required by this Contract;(g) explosion, collapse, and underground hazards; (h) <del>CONTRACTOR means and methods</del>; (i) liability resulting from Section 240 or Section 241 of the New York State Labor Law; and (j) <del>Cybersecurity Liability</del>.</p> <p>The following ISO forms must be endorsed to the policy:</p> <p>(a) CG 00 01 <del>04-96 14 13</del> or an equivalent – Commercial General Liability Coverage Form; (b) <del>CG 20 10 11 85 or an equivalent – Additional Insured-Owner, Lessees or CONTRACTORS (Form B)</del>; (c) <del>CG 25 03 11 85 or an equivalent – Designated Construction Project(s) general aggregate limit (only required for construction Contracts)</del>.</p> <p><del>Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction Contracts.</del></p> <p>Policies shall <u>name include</u> the State of New York as Additional Insured, and such coverage shall be extended to afford Additional Insured status to those entities during the Products/Completed Operations term. The CGL policy, <del>and any umbrella/excess policies</del> used to meet the “Each Occurrence” limits specified above, must be endorsed to be primary with respects to the coverage afforded the Additional Insureds, and such</p> |        |

| Question # | Corresponding RFP Section | Question   | Answer  |
|------------|---------------------------|--|---|
|            |                           | policy(ies) shall be primary to, and non- contributing with, any other insurance maintained by the DEPARTMENT. Any other insurance maintained by the DEPARTMENT shall be in excess of and shall not contribute with the CONTRACTOR'S or subcontractor's insurance, regardless of the "Other Insurance" clause contained in either party's policy of insurance.   |   |
| 74.        | Attachment 8              | Section IV Insurance Section C(4); NYSDOHC, Page 9 Contractor requests the following exception - Commerical Automobile Liability. Commercial Auto Liability insurance covering liability arising out of the use of any motor vehicle in connection with the work, including owned, leased, hired and non-owned vehicles bearing or, under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New York to bear, license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least one million dollars <u>each accident</u> and shall <u>name include</u> the State of New York as additional insured. <del>The limits may be provided through a combination of primary and umbrella/excess liability policies. If this Contract involves the removal of hazardous waste from the project site or otherwise transporting hazardous materials, pollution liability coverage for covered autos shall be provided by form CA 99 48 03 06 or CA 00 12 03 06 and the Motor Carrier Act Endorsement (MCS90) shall be attached.</del> | The Department is willing to accept most of the requested changes; the Department reserves the right to keep this sentence " <b>The limits may be provided through a combination of primary and umbrella/excess liability policies</b> " and will effectuate such changes in the final contract with the selected bidder. |
| 75.        | Attachment 8              | Section IV Insurance Section C(5); NYSDOHC, Page 10 Contractor requests a deletion of this section as an exception - <del>Umbrella and Excess Policy. When the limits of the CGL, Auto, and/or Employers Liability policies procured are insufficient to meet the limits specified, the CONTRACTOR shall procure and maintain Commercial Umbrella and/or Excess Liability policies with limits in excess of the primary; provided, however, that the total amount of insurance coverage is at least equal to the</del>   | No, the Department is not willing to accept these requested changes.  |



| Question # | Corresponding RFP Section | Question   | Answer   |
|------------|---------------------------|--|--|
|            |                           | <p><del>requirements set forth above. Such policies shall follow the same form as the primary. Any insurance maintained by the DEPARTMENT or any additional insured shall be considered excess of and shall not contribute with any other insurance procured and maintained by the CONTRACTOR including primary, umbrella and excess liability regardless of the "other insurance" clause contained in either party's policy.</del></p>  |  |
| 76.        | Attachment 8              | <p>Section IX(J):<br/>The Agreement does not have a Limitation of Liability section. Contractor requests deleting existing Section IX(J) and inserting the below. Contractor requests using language similar to the Project Based Information Technology Consulting Services solicitation.</p> <p>J. LIMITATION OF LIABILITY Except as otherwise set forth herein, limit of liability shall be as follows:</p> <p>a. Contractor's liability for any claim, loss or liability arising out of, or connected with the Products and Services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges paid or payable to Contractor in the twelve (12) months immediately preceding the Department's claim under this Contract (ii) two million dollars (\$2,000,000), whichever is greater. No limitation on Contractor's liability to the Department under this Section shall limit or affect claims or damages arising out of:(i) intellectual property infringement in Section IX(K); (ii) bodily injury, including death, or damage to tangible property of the Department; or (iii) Claims or damages resulting from the recklessness, bad faith, or intentional misconduct of Contractor or its Subcontractors.</p> | No, the Department is not willing to accept these requested changes. |

| Question # | Corresponding RFP Section | Question  | Answer                 |
|------------|---------------------------|---|------------------------|
|            |                           | <p>b. The Department may retain such monies from any amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against the Department unless Contractor at the time of the presentation of claim shall demonstrate to the Department's satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.</p> <p>c. Notwithstanding the above, neither the Contractor nor the Department shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by the Department, the Contractor, or by others.</p> |                        |
| 77.        | Appendix C                | Question/point of clarification: Does Appendix C - Proposal as listed and referenced in Attachment 8 and Appendix X the same thing as the three part Bidder Response (Attachment A/Proposal Document Checklist (Admin, Tech, Cost))?  | Yes                    |
| 78.        | Attachment D              | Attachment D Department of Health (DOH) New York State Immunization Information System (NYSIIS) Information System Contingency Plan (ISCP).<br>Question/point of clarification: I only see the first page/cover page of Attachment D. Where do we locate the entire document?   | Please see Amendment 1 |