

No.	RFP Document	Document Section	Page Number	Question	NYSPRO Response
1	Appendix B	13	4	At what point will bidder have the opportunity to negotiate any "Extraneous Terms" submitted in accordance with Appendix B, Section 13? If the bidder and the State cannot successfully negotiate the acceptance or rejection of any listed Extraneous Terms, and the State chooses to award a Contract without further negotiation, will bidder be free to decline the Contract?	As noted in RFP section 7.1 and Appendix B section 13, a procedure is set forth for a Bidder to propose extraneous terms. A Bidder is placed on notice that submission of extraneous terms or material deviations may render a bid non-responsive. If the proposal is deemed non-responsive, the Bidder is not eligible for award. If the bid with the extraneous terms is deemed responsive and the proposal represents the best value to the State, then a notice of tentative award would be made, conditioned on successful completion of contract negotiations. The State would respond to the proposed extraneous terms. If resolution is not reached on those proposed extraneous terms, the tentative award would be rescinded.
2	Appendix B	69	14	Please provide the security policies for which the Contractor will need comply. Without knowing the policies, we will not be able to determine if we can comply	The following two links contain the complete listing of policies: 1. <a href="http://www.its.ny.gov/tables/technologypolicyindex.htm/security">http://www.its.ny.gov/tables/technologypolicyindex.htm/security</a>  2. <a href="http://www.dhss.ny.gov/ocs/resources/documents/cyber-security-policy-p03-002-v3.4.pdf">http://www.dhss.ny.gov/ocs/resources/documents/cyber-security-policy-p03-002-v3.4.pdf</a>
3	Appendix B	14. b. Commissioner or Authorized User	5	<p>Bidder requests an exception to change the confidentiality obligations from a warranty to an agreement. We also request to include Contractor's affiliates as a group which may be given access to confidential information as needed in connection with providing the services.</p> <p>Revise this section to read as follows:</p> <p>Contractor further warrants, covenants and represents agrees that any confidential information obtained by Contractor, its affiliates, agents, Subcontractors, officers, distributors, resellers or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the State or any Authorized User hereunder or received from another third party, will not be divulged to any third parties. Contractor shall not be required to keep confidential any such material that is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information of the Authorized User, or otherwise obtained under the Freedom of Information Act or other applicable New York State laws and regulations. This warranty obligation shall survive termination of this Contract. Contractor further agrees to take appropriate steps as to its affiliates, agents, Subcontractors, officers, distributors, resellers or employees regarding the obligations arising under this clause to insure such confidentiality.</p>	The RFP has been amended to reflect the addition of "affiliates" to the listing of entities referenced in Appendix B section 14.b
4	Appendix B	14.b	5	Please consider the following change: Insert "other than subcontractors or vendors, unless disclosure is required by law, legal process, or applicable professional standards" at the end of the first sentence.	The RFP has been amended to add the following at the end of the first sentence: "other than subcontractors, unless the disclosure is required by law. If disclosure is required by law, Contractor shall provide advance notification to the State".
5	Appendix B	24. f. Best Pricing Offer	7	<p>Bidder requests an exception to eliminate the 'Best Pricing Offer' requirement. Due to the highly customized nature of the consulting services provided, and the competitive bidding process, we believe this requirement is not applicable.</p> <p>We request that Section 24. f. be eliminated.</p>	OGS declines to make this revision. The cost proposal requires submission of hourly rates for future work assignments. Such hourly rates are not "highly customized."

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6	Appendix B	41. Scope Changes	10	<p>Bidder requests exception to Commissioner's unilateral right to require changes to the Bid Specifications it deems within the scope of the Contract (see also the proposed revisions to section 9.4 of the RFP, listed above). This language in this provision is too broad, as it could refer to "any description of work to be performed," as per the Section 5 'Definitions.'</p> <p>Bidder requests that any changes altering, adding, or deducting from the Bid Specifications, require the consent of the contractor, which shall not be unreasonably withheld.</p> <p>Revise to read as follows:</p> <p>The Commissioner may request reserves the right, unilaterally, to require, by written order, changes by altering, adding to or deducting from the Bid Specifications, such changes to be within the general scope of the Contract. Such changes require the consent of the Contractor, which consent shall not be unreasonably withheld. The Commissioner may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the consent of the Contractor, which consent shall not be unreasonably withheld.</p>	<p>The RFP has been amended to incorporate an approval right for the Contractor for scope changes as follows:</p> <p>The Commissioner reserves the right to require, by written order, changes by altering, adding to or deducting from the Bid Specifications, such changes to be within the general scope of the Contract. Such changes require the consent of the Contractor, which consent shall not be unreasonably withheld. The Commissioner may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the consent of the Contractor, which consent shall not be unreasonably withheld.</p>
7	Appendix B	44. Purchase Orders	10	<p>Bidder requests notice of any additional written terms and conditions of a Purchase Order that conflict with the terms or conditions of the contract. In order to facilitate the negotiation, the Contractor requests the Authorized User highlight any added terms made to the Purchase Order that conflict with the terms and conditions of the Contract by (1) bolding proposed alternative language, as well as striking through deletions and underlining insertions; and (2) enumerating any proposed changes in a cover sheet addendum to the Proposed Order, citing the relevant portions of the Contract affected by the proposed changes.</p> <p>Revise to read:</p> <p>Should an Authorized User add written terms and conditions to the Purchase Order that conflict with the terms and conditions of the Contract, the Contractor has the option of rejecting the Purchase Order within ten five business days of its receipt but shall first attempt to negotiate the additional written terms and conditions in good faith with the Authorized User, or fulfill the Purchase Order. In order to facilitate negotiation of the additional written terms and conditions, the Authorized user shall highlight any added terms made to the Purchase Order that conflict with the terms and conditions of the Contract by (1) bolding any proposed alternative language, as well as striking through deletions and underlining insertions; and (2) enumerating any proposed changes in a cover sheet addendum to the Proposed Order, citing the relevant portions of the Contract affected by the proposed changes.</p>	<p>OGS declines to make the requested change. The Contractor is provided notice of the additional terms and conditions by reading the Purchase Order. Most orders will be placed via the task order process described in the RFP.</p>

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8	Appendix B	55. Employees, Subcontractors & Agents	12	<p>Bidder requests an exception to the requirement that "All employees, Subcontractors or agents performing work under the Contract . . . comply with all security and administrative requirements of the Authorized User." This is overly broad and could include Contractor employees indirectly performing work, such as general administrative services, etc. We can agree that all those performing a significant part of the services will comply.</p> <p>Revise to read as follows:</p> <p>All employees, Subcontractors or agents performing a significant part of the services work under the Contract</p>	<p>OGS declines to make this revision. If the Contractor provides access to the State data by its employees, subcontractors and agents, such individual must be bound by the applicable security requirements.</p>
9	Appendix B	56. Assignment	12	<p>Bidder requests an exception to allow assignment, without the State's prior written consent, to an affiliate or in the event of a change in control.</p> <p>Revise to read as follows:</p> <p>The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any other person, company, firm or corporation in performance of the contract, without the prior written consent of the Commissioner or Authorized User (as applicable); provided, however, that consent is not needed for the Contractor to assign this Contract to an affiliate or subsidiary, or in connection with a merger or acquisition of substantially all of its assets or of a controlling equity interest.</p>	<p>OGS declines to make this revision. The contract clause is derived from State Finance Law section 138, which does not authorize such exception.</p>
10	Appendix B	57. Subcontractors and Suppliers	12	<p>Bidder requests an exception to limit the right of rejection to only those subcontractors performing a significant portion of the services.</p> <p>Revise the opening clause of this section to read as follows:</p> <p>The Commissioner reserves the right to reject any proposed Subcontractor performing a significant portion of the services or supplier for bona fide business reasons, which may include, but are not limited to:</p>	<p>OGS declines to make this revision. It is stated public policy that the State shall only contract with responsible parties.</p>
11	Appendix B	58. Performance/Bid Bond	12	<p>Bidder requests an exception to eliminate this provision. Our references and other qualifications submitted with our proposal should demonstrate that a performance bond or similar form of security is unnecessary.</p> <p>We request that this section be eliminated.</p>	<p>Please see RFP section 9.24; this requirement was already eliminated.</p>
12	Appendix B	60. a. For Cause	12	<p>Bidder requests an exception to clarify that thirty days is the minimum cure period which must be allowed before the contract may be terminated for cause.</p> <p>Insert "in excess of thirty days" immediately after "or other specified period."</p>	<p>Appendix B section 60.a is amended to read as follows: For a material breach that remains uncured for more than thirty (30) days or other specified period of at least thirty (30) days after written notice to the Contractor, the Contract or Purchase Order may be terminated by the Commissioner or Authorized User at the Contractor's expense where Contractor becomes unable or incapable of performing, or meeting any requirements or qualifications set forth in the Contract, or for non-performance, or upon a determination that Contractor is non-responsible. Such termination shall be upon written notice to the Contractor. In such event, the Commissioner or Authorized User may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach. If the Contract is terminated pursuant to this subdivision, the Authorized User shall remain liable for all accrued but unpaid charges incurred through the date of the termination.</p>

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13	Appendix B	60. b. For Convenience	12	<p>Bidder requests an exception to clarify that thirty days is the minimum notice period for termination for convenience. We also request clarification that the Contractor will be entitled to payment for outstanding deliverables.</p> <p>Insert "of not less than thirty (30) days" immediately after "or other specified period."</p> <p>Insert "for which Contractor has received payment" at the end of the last sentence.</p>	<p>As Appendix B section 60(b) already provides for 60 days notification and includes language establishing the Authorized User's liability for "accrued but unpaid charges incurred through the date of termination", OGS declines to make the requested changes.</p>
14	Appendix B	65. a. Cover/Substitute Performance	14	<p>Bidder requests an exception to specify that this remedy is available only after a material breach that has not been cured within thirty days following Contractor's receipt of written notice of the material breach.</p> <p>Add the following immediately after "Contractor's material breach":</p> <p>that has not been cured within thirty (30) days following Contractor's receipt of written notice of the material breach</p>	<p>Appendix B section 65.a has been amended as follows.</p> <p>In the event of Contractor's material, uncured breach in accordance with section 60.a, the Commissioner may, with or without formally Bidding: (i) Purchase from other sources; or (ii) If the Commissioner is unsuccessful after making reasonable attempts, under the circumstances then existing, to timely obtain acceptable service or acquire replacement Product of equal or comparable quality, the Commissioner may acquire acceptable replacement Product of lesser or greater quality.</p> <p>Such purchases may, in the discretion of the Commissioner, be deducted from the Contract quantity and payments due Contractor.</p>
15	Appendix B	69. Security	14	<p>Bidder requests an exception to limit the applicability of this requirement to work performed at the Authorized User's facilities or when accessing the Authorized User's systems. We have our own security policies and procedures that apply to work performed on our systems or at our facilities. It is not possible for us to make work at our facilities or on our systems conform to all of the various policies and procedures of each one of our many clients. We also request an exception to make this provision an agreement rather than a warranty.</p> <p>Revise this section to read as follows:</p> <p>Contractor warrants, covenants and represents agrees that, when working at an Authorized User's facilities or when accessing an Authorized User's systems, it will comply fully with all security procedures of the Authorized User(s) in performance of the Contract including but not limited to physical, facility, documentary and cyber security rules, procedures and protocols.</p>	<p>OGS declines this request. However, it should be noted that York State may allow certain activities to be performed at the Contractor's facilities using State approved system access mechanisms (i.e. SSLVPN). Any approval must come from the IES Director prior to said activities commencing. Approval is at the sole discretion of the state.</p>
16	Appendix B	72. a. Product Performance	15	<p>Bidder requests an exception to eliminate this warranty as not applicable for the proposed consulting services.</p> <p>We request that this section be deleted.</p>	<p>Please see amended RFP Section 9.13 <i>Appendix B Amendments, Section 72 Warranties.</i></p>
17	Appendix B	72. Additional Warranties	15	<p>Bidder requests an exception to clarify that we will only agree to pass through applicable third-party warranties to the extent they are available.</p> <p>Revise this section to read as follows:</p> <p>Where Contractor, product manufacturer or service provider generally offers additional or more advantageous warranties than set forth below, Contractor shall offer or pass through any such warranties to Authorized Users. Contractor agrees to pass through to Authorized Users any applicable third-party warranties to the extent they are available. Contractor hereby warrants and represents:</p>	<p>Please see amended RFP Section 9.13 <i>Appendix B Amendments, Section 72 Warranties.</i></p>

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18	Appendix B	72. Additional Warranties	16	<p>Bidder requests an exception to add the following Disclaimer of Warranties, as additional terms and conditions.</p> <p>Add the following as a new section immediately following Section 72:</p> <p>DISCLAIMER OF WARRANTIES. EXCEPT AS SPECIFICALLY SET FORTH IN THIS CONTRACT, CONTRACTOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH RELATE TO THE SERVICES PROVIDED UNDER THIS CONTRACT. FURTHER, CONTRACTOR DOES NOT WARRANT THAT AUTHORIZED USER'S USE OF THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. THIS CONTRACT IS A SERVICE CONTRACT, ANY EQUIPMENT PROVIDED TO AN AUTHORIZED USER UNDER THIS CONTRACT IS INCIDENTAL TO THE SERVICES PROVIDED, AND THE PROVISIONS OF THE UNIFORM COMMERCIAL CODE DO NOT APPLY TO THIS CONTRACT.</p>	Please see amended RFP Section 9.13 <i>Appendix B Amendments, Section 72 Warranties.</i>
19	Appendix B	72. b. Title and Ownership Warranty	15	<p>Bidder requests an exception to eliminate this warranty as not applicable for the proposed consulting services.</p> <p>We request that this section be deleted.</p>	Please see amended RFP Section 9.13 <i>Appendix B Amendments, Section 72 Warranties.</i>
20	Appendix B	72. c. Contractor Compliance	15	<p>Bidder requests an exception to remove this provision from Section 72 and to change it from a warranty to an agreement. We can agree to comply with legal requirements applicable to us as a provider of the services. We also request changes to clarify that we will provide proof of insurance as provided in Attachment 3 as negotiated between the parties. For other requirements we can agree to meet the Commissioner's reasonable requirements for proof.</p> <p>Move this section from Section 72 to a different section of the Contract, and revise these terms to read as follows:</p> <p>Contractor represents and warrants agrees to pay, at its sole expense, for all applicable permits, licenses, tariffs, tolls and fees to give all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the that are applicable to Contractor's performance of its obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the reasonable satisfaction of the Commissioner that it meets or exceeds all requirements of the Bid/Contract and any applicable laws, including but not limited to, permits, insurance coverage, and licensing., Contractor shall provide proof of insurance coverage and coverage for worker's compensation, and shall provide such proof as required by the Commissioner as set forth in Attachment 3 as negotiated between the parties. Failure to do so may constitute grounds for the Commissioner to cancel or suspend this Contract, in whole or in part, or to take any other action deemed necessary by the Commissioner.</p>	Please see amended RFP Section 9.13 <i>Appendix B Amendments, Section 72 Warranties.</i>
21	Appendix B	72. d. Product Warranty	15	<p>Bidder requests an exception to modify this warranty, most of which is not applicable to the proposed consulting services.</p> <p>Delete this section and replace it with the following:</p> <p>Contractor represents and warrants that the services will conform to the standards, specifications, or descriptions furnished in Contractor's proposal.</p>	Please see amended RFP Section 9.13 <i>Appendix B Amendments, Section 72 Warranties.</i>

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22	Appendix B	72. e. Replacement Parts Warranty	15	Bidder requests an exception to eliminate this warranty as not applicable for the proposed consulting services.  We request that this section be deleted.	Please see amended RFP Section 9.13 <i>Appendix B Amendments, Section 72 Warranties.</i>
23	Appendix B	72. f. Virus Warranty	15	Bidder requests an exception to eliminate this warranty as not applicable for the proposed consulting services.  We request that this section be deleted.	Please see amended RFP Section 9.13 <i>Appendix B Amendments, Section 72 Warranties.</i>
24	Appendix B	72. g. Date/Time Warranty	15-16	Bidder requests an exception to eliminate this warranty as not applicable for the proposed consulting services.	Please see amended RFP Section 9.13 <i>Appendix B Amendments, Section 72 Warranties.</i>
25	Appendix B	72. h. Workmanship Warranty	16	Bidder requests an exception to eliminate this warranty as not applicable for the proposed consulting services.  We request that this section be deleted.	Please see amended RFP Section 9.13 <i>Appendix B Amendments, Section 72 Warranties.</i>
26	Appendix B	72.h	16	Please consider the following change: Replace "with industry" with "applicable standards".	Please see amended RFP Section 9.13 <i>Appendix B Amendments, Section 72 Warranties.</i>
27	Appendix B	72.h	16	Please consider the following change: Add the following as a new paragraph: "Except as otherwise stated herein, Contractor makes no warranties of any kind or nature, whether express or implied, including, but not limited to, warranties of merchantability, fitness for a particular purpose or use, or the appropriateness of Authorized User or Third Party specifications."	Please see amended RFP Section 9.13 <i>Appendix B Amendments, Section 72 Warranties.</i>
28	Appendix B	73. Legal Compliance	16	Bidder requests an exception to change this provision from a warranty to an agreement. We can agree to comply with legal requirements so long as they are applicable to us as a provider of the services. We can agree to satisfy the Commissioner's request for proof so long as the request is reasonable.  Revise this section to read as follows:  Contractor represents and warrants agrees that it shall secure all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the that are applicable to Contractor's performance of its obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the reasonable satisfaction of the Commissioner that it meets or exceeds all requirements of the Bid and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as reasonably required by the Commissioner. Failure to comply or failure to provide proof may constitute grounds for the Commissioner to cancel or suspend the Contract, in whole or in part, or to take any other action deemed necessary by the Commissioner. Contractor also agrees to disclose information and provide affirmations and certifications to comply with Sections 139-j and 139-k of the State Finance Law.	Please see amended RFP Section 9.13 <i>Appendix B Amendments, Section 73 Legal Compliance.</i>

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29	Appendix B	74. Indemnification	16	<p>Bidder requests an exception to change the standard for indemnification from negligence to gross negligence or willful misconduct. We also request an exception to the obligation to indemnify "without limitation." We propose that the indemnification obligations should be subject to a cap on the Contractor's liability.</p> <p>Revise this section to read as follows:</p> <p>Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully indemnify and save harmless the Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any intentional act or negligence gross negligence or willful misconduct 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 gross negligence or willful misconduct of the Authorized Users.</p>	OGS declines to make this requested change.
30	Appendix B	75. Indemnification relating to Third Party Rights	16	<p>Bidder requests an exception to provide additional circumstances under which the Contractor's obligation to indemnify for infringement will not apply.</p> <p>Revise the first paragraph of this section to read as follows:</p> <p>The Contractor will also indemnify and hold the Authorized Users harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs that may be finally assessed against the Authorized Users in any action for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret or other third party proprietary right except to the extent such claims (1) arise from the Authorized Users gross negligence or willful misconduct, or (2) is caused by, relates to or arises out of (a) the Authorized User's failure to use the Contractor's services as permitted under this Contract or (b) the Authorized User's configuration or use of the Contractor's services in combination with other software, equipment, services, processes, elements, components or systems that are not provided by Contractor; provided that the State shall give Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor.</p>	OGS declines to make this requested change.

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31	Appendix B	76. Limitation of Liability	16	<p>Bidder requests an exception to eliminate the exception to the limitations on liability and to modify the cap to that it is the lesser of charges for twelve months or one million dollars.</p> <p>Revise Section 76 and Subsection 76 a. to read as follows:</p> <p>Except as otherwise set forth in the Indemnification Paragraphs above, the The 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 specified in the Purchase Order for the Products and services, or parts thereof forming the basis of the Authorized User's claim, (said amount not to exceed a total of twelve (12) months charges payable under the applicable Purchase Order) or (ii) one million dollars (\$1,000,000), whichever is greater lesser.</p> <p>Remove except as otherwise set forth in the indemnification paragraphs. In a. change to lesser of, and in b. add "incidental" and "punitive" to list of excluded damages.</p>	<p>OGS declines to make this requested change.</p>
32	Appendix B	78. Software License Grant	17-18	<p>Bidder requests an exception to eliminate the provisions of this section. These terms and conditions are not applicable to the proposed consulting services.</p> <p>We request that all of Section 78 be eliminated.</p>	<p>Appendix B sections 78-86 have been deleted as inapplicable. Please see new RFP section 9.34 <i>No Software / Hardware</i> which prohibits the provision of software or hardware under the resulting Contract.</p>
33	Appendix B	78-86	17-21	<p>We assume that the project does not involve providing software to the State; therefore, this clause is not applicable. Please confirm that terms that are not applicable will be removed from the final contract.</p>	<p>Appendix B sections 78-86 have been deleted as inapplicable. Please see new RFP section 9.34 <i>No Software / Hardware</i> which prohibits the provision of software or hardware under the resulting Contract.</p>

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34	Appendix B	79. Product Acceptance	18	<p>Bidder requests an exception to modify this section to provide for acceptance procedures that are better suited to consulting services. We also request a shorter acceptance period that is more typical for consulting services.</p> <p>We request that this section be deleted and replaced with the following:</p> <p>Unless otherwise provided by mutual agreement of the Authorized User and the Contractor, Authorized User(s) shall have fifteen (15) business days from receipt of a deliverable to provide notice in writing of the Authorized User's acceptance or rejection of the deliverable. A notice of rejection of a deliverable shall include a statement of deficiencies identified in the deliverable. Failure to provide written notice of acceptance or rejection to the Contractor by the end of the period provided for under this clause constitutes acceptance by the Authorized User(s) as of the expiration of that period. The Contractor shall correct any deficiency identified in the deliverable and resubmit the deliverable for approval within ten (10) business days following receipt of written notice of rejection from the Authorized User. Following Contractor's resubmission of the deliverable, the Authorized User shall have an additional fifteen (15) business days to accept or reject the deliverable. If the deliverable materially fails to meet the specifications at the end of the additional acceptance period, Authorized User, upon prior written notice to Contractor, may then reject the deliverable and return it to Contractor, and Contractor shall refund any monies paid by the Authorized User to Contractor therefor. Costs and liabilities associated with a material failure of the deliverable to perform in accordance with the specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of the Authorized User's agents or employees. Said costs shall be limited to the amounts set forth in the Limitation of Liability Clause for any liability for costs incurred at the direction or recommendation of Contractor.</p>	Please refer to new RFP Section 9.36 <i>Acceptance Management</i> .
35	Appendix B	80. Audit of Licensed Product Usage	18	<p>Bidder requests an exception to eliminate the provisions of this section. These terms and conditions are not applicable to the proposed consulting services.</p> <p>We request that all of Section 80 be eliminated.</p>	Appendix B sections 78-86 have been deleted as inapplicable. Please see new RFP section 9.34 <i>No Software / Hardware</i> which prohibits the provision of software or hardware under the resulting Contract.
36	Appendix B	81. b. Title to Project Deliverables	19	<p>Bidder requests an exception to eliminate Subsection (i) Existing Products. We do not propose to provide any existing hardware or software under the contract resulting from this RFP.</p> <p>We request that Subsection 81. b. i be eliminated.</p>	Appendix B sections 78-86 have been deleted. Please see new RFP section 9.35 <i>Ownership / Title to Project Deliverables</i> .
37	Appendix B	81. e. Contractor's Obligation with Regard to ISV (Third Party) Product	20	<p>Bidder requests an exception to eliminate this section. We do not propose to provide any independent software vendor products under the contract resulting from this RFP. We expect that the State will already have its own licenses to software needed to read reports provided as consulting deliverables.</p> <p>We request that Subsection 81. e. be eliminated.</p>	Appendix B sections 78-86 have been deleted. Please see new RFP section 9.35 <i>Ownership / Title to Project Deliverables</i> .

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38	Appendix B	81. Ownership/Title to Project Deliverables	20	<p>Bidder requests an exception to add a provision that clarifies that the Contractor will retain ownership of its pre-existing and independently developed intellectual property.</p> <p>Add the following to the end of Section 81:</p> <p>Notwithstanding the other provisions of this Section 81, and for the avoidance of doubt, all of Contractor's pre-existing intellectual property, templates, methodologies and processes or intellectual property, methodologies and processes developed independently of this Contract are and shall remain the sole and exclusive property of Contractor.</p>	Appendix B sections 78-86 have been deleted. Please see new RFP section 9.35 <i>Ownership / Title to Project Deliverables</i> .
39	Appendix B	82. Proof of License	20	<p>Bidder requests an exception to eliminate this section. We do not propose to license any products under the contract resulting from this RFP.</p> <p>We request that Section 82 be eliminated.</p>	Appendix B sections 78-86 have been deleted as inapplicable. Please see new RFP section 9.34 <i>No Software / Hardware</i> which prohibits the provision of software or hardware under the resulting Contract.
40	Appendix B	84. Changes to Product or Service Offerings	20	<p>Bidder requests an exception to eliminate the provisions of this section. These terms and conditions are not applicable to the proposed consulting services.</p> <p>We request that all of Section 84 be eliminated.</p>	Appendix B sections 78-86 have been deleted as inapplicable. Please see new RFP section 9.34 <i>No Software / Hardware</i> which prohibits the provision of software or hardware under the resulting Contract.
41	Appendix B	85. No Hardstop/Passive License Monitoring	20	<p>Bidder requests an exception to eliminate the provisions of this section. These terms and conditions are not applicable to the proposed consulting services.</p> <p>We request that all of Section 84 be eliminated.</p>	Appendix B sections 78-86 have been deleted as inapplicable. Please see new RFP section 9.34 <i>No Software / Hardware</i> which prohibits the provision of software or hardware under the resulting Contract.
42	Appendix B	86. Source Code Escrow for Licensed Product	20	<p>Bidder requests an exception to eliminate the provisions of this section. These terms and conditions are not applicable to the proposed consulting services.</p> <p>We request that all of Section 84 be eliminated.</p>	Appendix B sections 78-86 have been deleted as inapplicable. Please see new RFP section 9.34 <i>No Software / Hardware</i> which prohibits the provision of software or hardware under the resulting Contract.
43	Appendix B			<p>Bidder requests an exception to add "incidental" and "punitive" to the list of excluded damages.</p> <p>Revise this section to read as follows:</p> <p>Notwithstanding the above, neither the Contractor nor the Authorized User shall be liable for any consequential, indirect, incidental, punitive 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 Authorized User, the Contractor, or by others.</p>	OGS declines to make this requested change.
44	Attachment 1 - Proposal Checklist	6.42 & Attachment 1 Checklist	22	Section 6.4.2 Executive Summary contains the following sub-categories: Capacity, Stability & Experience while the Executive Summary Section in the Checklist details the subcategories: Approach to Solution, Company Experience & Staff Qualifications. Can the State clarify which format to follow?	Attachment 1 - Proposal Checklist has been revised to match RFP Section 6 <i>Method of Award/Evaluation Process</i> and Section 7 <i>Format and Content of Bid Submittal</i> .
45	Attachment 1 - Proposal Checklist	Attachment 1	1	The Attachment 1 checklist lists an Implementation Plan as part of the technical response. This Implementation Plan is not listed in RFP section 7.1.3.1 as a requirement. Can the State please clarify if the Implementation Plan is required and where it should be placed in the submission?	Attachment 1 - Proposal Checklist has been revised to match RFP Section 6 <i>Method of Award/Evaluation Process</i> and Section 7 <i>Format and Content of Bid Submittal</i> .
46	Attachment 1 - Proposal Checklist	Attachment 1 - Proposal Checklist	Page 2 - Technical Proposal Requirements	The Proposal Checklist asks for an Implementation Plan. However, the RFP notes that the Technical Evaluation be done based on Interviews, an Executive Summary document, and Project Staffing (RFP pg. 22-23). Please elaborate on where the Implementation Plan fits, and define what is meant by the Schedule and Plans?	Attachment 1 - Proposal Checklist has been revised to match RFP Section 6 <i>Method of Award/Evaluation Process</i> and Section 7 <i>Format and Content of Bid Submittal</i> .

No.	RFP Document	Document Section	Page Number	Question	NYSPRO Response
47	Attachment 1 - Proposal Checklist	Checklist	Attachment 1	Which checklist items should the M/WBE complete if participating in a partnership relations (which has not yet been established)?	The prime Bidder will be submitting all documentation with their bid. As part of this documentation, they may request the sub-contractor to provide vendor responsibility documentation. M/WBE's partnering with Bidders will coordinate submission of proposal with a Bidder if a relationship has been established by a Bidder.
48	Attachment 3 - Insurance Requirements	6. Self-Insured Retention/Deductibles	2	<p>Bidder requests an exception to eliminate the obligation to disclose deductibles, self-insured retention, or aggregate limits. We also request an exception to the obligation to obtain OGS approval. The amount of our deductibles is a business decision that we should control.</p> <p>We request that the first two sentences of this section be eliminated.</p>	OGS declines this request. This can be provided by obtaining an endorsement to the policy and is the standard for NYS agencies as suggested by the CCA guidelines.
49	Attachment 3 - Insurance Requirements	A. 3. Second Paragraph	1	<p>Bidder requests an exception to clarify that in the event of material changes, non-renewal or cancellation, Bidder will provide notice to OGS. Our insurance policies will not provide for notices to anyone other than Bidder.</p> <p>Revise the first sentence of this section to read as follows:</p> <p>Unless otherwise agreed, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice except in cases of cancellation for non-payment, in the event of which notice shall be provided as required by law Contractor shall provide at least thirty days prior written notice to OGS of any cancellation, material change or non-renewal of any required policy.</p>	OGS declines this request. This can be provided by obtaining an endorsement to the policy and is the standard for NYS agencies as suggested by the CCA guidelines.
50	Attachment 3 - Insurance Requirements	A. 3. Third Paragraph, Second Bullet Point	1	<p>Bidder requests an exception to eliminate the obligation to disclose deductibles, self-insured retention, or aggregate limits.</p> <p>Revise the second bullet point to read as follows:</p> <p>Disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract;</p>	OGS declines this request. This can be provided by obtaining an endorsement to the policy and is the standard for NYS agencies as suggested by the CCA guidelines.
51	Attachment 3 - Insurance Requirements	A. 5. Policy Renewal/Expiration	2	<p>Bidder requests an exception to eliminate the obligation to provide replacement policies of insurance. We do not provide copies of our insurance policies. We can agree to provide insurance certificates.</p> <p>Revise the first sentence to read as follows:</p> <p>At least thirty (30) days prior to the expiration of any policy required by this Contract, evidence of renewal or replacement policies of insurance with terms no less favorable to OGS than the expiring policies shall be delivered to OGS in the manner required for service of notice in Paragraph A.3., Certificates of Insurance/Notices, above.</p>	OGS declines this request. While we typically will not request a policy, we do reserve the right to do so.
52	Attachment 3 - Insurance Requirements	Attachment 3: Insurance Requirements	1	Under "A. Conditions of Applicable Insurance" a) Revise the paragraph under item #3 as follows: i. In the first sentence: Replace "Unless otherwise agreed, policies shall be written so as to include a provision that the policy" with "Policies" and delete "materially changed, or not renewed". ii. In the third sentence: Replace "Not less than thirty (30) days prior to the expiration date or renewal date" with "Upon renewal". b) Delete second bullet under "Certificates of Insurance shall". c) Delete item # 4. d) In Item # 5, delete "At least thirty (30) days prior to the expiration of any policy required by this Contract" in the first sentence. e) Delete item # 6.	OGS declines this request. This can be provided by obtaining an endorsement to the policy and is the standard for NYS agencies as suggested by the CCA guidelines.

No.	RFP Document	Document Section	Page Number	Question	NYSPro Response
53	Attachment 3 - Insurance Requirements	B. a) Commercial General Liability Insurance	2 to 3	Bidder requests an exception to clarify that we will provide the ISO occurrence form CG 00 10 01.  Replace "00 01 01 96" with "00 10 01."	OGS declines this request. The provision states "or a substitute form providing equivalent coverage."
54	Attachment 3 - Insurance Requirements	B. c) Professional Liability	3	Bidder requests an exception to clarify that our Professional Liability coverage includes Data Security coverage.  Revise Section B. c) 1. to read as follows:  c) Professional Liability including Data Security: The Contractor shall maintain errors and omissions liability insurance with a limit of not less than \$2,000,000 per loss.  1. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services covered by this Contract including damages arising from computer related services including the following: consulting, data processing, programming, system integration, software development, installation, distribution or maintenance, systems analysis or design, training, staffing or other support services, any electronic equipment, computer hardware or software developed, manufactured, distributed, licensed, marketed or sold.	To ensure a level playing field, OGS declines this request.
55	Attachment 3 - Insurance Requirements	B. d) Technology Errors and Omissions	3	Bidder requests an exception to eliminate the obligation to provide Technology Errors and Omissions coverage. These risks are addressed in our Professional Liability coverage which includes Data Security.  We request that Section B. d) be eliminated.	To ensure a level playing field, OGS declines this request.
56	Attachment 3 - Insurance Requirements	Insurance Requirements	2	Under " B. Insurance Requirements", revise as follows: 1) In a), change "\$2,000,000" to "1,000,000" in the first sentence and in the fourth bullet under 1. 2) In b), change "\$2,000,000" to "1,000,000" in the first sentence and delete "Waiver of Subrogation". 3) In c), replace "loss" with "claim" and in item #1, add "claims for" between "to" and "professional". 4) Delete "d) Technology Errors and Omissions" in its entirety".	OGS declines this request.
57	Attachment 3 - Insurance Requirements	Second Paragraph	1	Bidder requests an exception to eliminate the obligation to provide evidence of policies in a form acceptable to OGS. In general, we will provide certificates of insurance as evidence of the required policies.  Revise the first sentence of this paragraph to read as follows:  The Contractor shall deliver to OGS evidence of such policies in a form acceptable to OGS.	OGS declines this request.
58	Attachment 6 - Cost Proposal	Attachment 6	NA	Some entry cells on the cost proposal worksheet are locked: Can the State provide a version of attachment 6 with column B unlocked to enter the labor categories of non-key roles?	Attachment 6 has been revised to include the non-key personnel Labor Category roles.
59	Attachment 7 - Glossary	Attachment 7 – Glossary	2	Is the Systems Integrator procurement expected to take place this fiscal year? Next fiscal year?	Questions relating to other procurements will not be addressed within this RFP.

No.	RFP Document	Document Section	Page Number	Question	NYSPRO Response
60	N/A	Additional Term	NA	Add the following to any resulting contract: Third Party Usage – Notwithstanding any other term in the Contract, any advice, recommendations, information, deliverables or other work product provided to OGS under this Contract is for the sole use of OGS, 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, OGS 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.	OGS declines to make the requested change. The work product from this engagement cannot be limited to use by OGS. Additionally, the closing sentence conflicts with State law and policy.
61	N/A	Additional Term	NA	Electronic Communications – Contractor may communicate with OGS by electronic mail or otherwise transmit documents in electronic form during the course of this engagement. OGS 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). OGS agrees that the final hardcopy version of a document, including a deliverable, or other written communication that Contractor transmits to OGS shall supersede any previous versions transmitted electronically by Contractor to OGS unless no such hard copy is transmitted.	Please see new RFP Section 9.33 Electronic Communications.
62	N/A	general	general	Is Computer Sciences Corp still the Exchange vendor?	Yes, Computer Sciences Corp. is the current Exchange vendor
63	N/A	General		Numerous other States require their Quality Assurance contractor to assist them with CMS Gate Reviews or Certification. Does the State anticipate a Task Order to support the State prepare for Gate Reviews or Certification?	Such services, as well as assisting in other federal interactions, may be requested in future task orders.
64	N/A	General - Terms & Conditions	NA	Bidder requests the following additions/clarifications of the terms and conditions applicable to the contract that will result from Solicitation No. 22822.I. Ownership of Deliverables: Notwithstanding the requirements set forth in Solicitation, Contractor shall assign to State the copyright in and to any project Deliverable(s) originally created for State, provided, however, that Contractor retains the right to use, reproduce, display and distribute excerpts and data from the deliverables, either alone or together with other material, in the ordinary course of Contractor's business, so long as such excerpts and data do not identify State by name or contain any of the State's confidential or proprietary information, and provided further that Contractor retains all right, title and interest in and to its processes, benchmarking data and data collection tools, assessment models and pertinent methodologies such as Strategic Planning, Contractors copyrighted proprietary research and other pre-existing materials and data, such as Data Collection Templates and Survey Tools for Applications and Infrastructure, and benchmark comparisons ("Preexisting Intellectual Property"). Nothing contained in this Agreement shall preclude Contractor from rendering services to others or developing work products that are competitive with, or functionally comparable to, the Services. Contractor shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the Services, provided that Contractor shall not use or disclose any of State's confidential information.	Please see new RFP Section 9.35 <i>Ownership/Title to Project Deliverables</i> which addresses Contractor's rights to pre-existing intellectual property.
65	N/A	General - Terms & Conditions	na	Bidder requests the following additions/clarifications of the terms and conditions applicable to the contract that will result from Solicitation No. 22822: II. Preexisting Materials: State shall retain its rights in any proprietary material that State supplies to Contractor. If the State provides Contractor with materials owned or controlled by State or with use of, or access to, such materials, the State grants to Contractor all rights and licenses that are necessary for Contractor to fulfill its obligations under each Statement of Work. Contractor grants to State for internal purposes only a worldwide, royalty-free, perpetual license to use, reproduce, display, distribute copies of, and prepare derivative works of any Contractor "Preexisting Intellectual Property" embodied in the Deliverables.	Please see new RFP Section 9.35 <i>Ownership/Title to Project Deliverables</i> which addresses Contractor's rights to pre-existing intellectual property.

No.	RFP Document	Document Section	Page Number	Question	NYSPRO Response
66	N/A	General - Terms & Conditions	na	Bidder requests the following additions/clarifications of the terms and conditions applicable to the contract that will result from Solicitation No. 22822: III. Limitation of Liability: Neither party shall be liable for any consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss arising out of use of the Deliverables or the Services, whether or not advised of the possibility of such damages. Except for liability for personal injury or death or for damage to property caused by the negligence or willful misconduct of Contractor or its employees, Contractor's total liability arising out of this Agreement and the provision of the Services shall be limited to the fee paid by the State under the specific Statement of Work under which such liability arises.	OGS declines to make the requested change. Mutual waiver of consequential damages and limit of liability are already addressed by Appendix B section 76.
67	N/A	General - Terms & Conditions	NA	Bidder requests the following additions/clarifications of the terms and conditions applicable to the contract that will result from Solicitation No. 22822: IV. Warranty: a) The State warrants that Contractor's use of any materials furnished by the State in connection with a Statement of Work does not infringe any copyright, trademark, trade secret or other right of any third party. (b) Contractor warrants that the Deliverables, in the form provided to the State, do not infringe any copyright, trademark, trade secret or other right of any third party. (c) ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS. CONTRACTOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE INFORMATION IN THE DELIVERABLES HAS BEEN OBTAINED FROM SOURCES THAT CONTRACTOR BELIEVES TO BE RELIABLE. ALL DELIVERABLES SPEAK AS OF THE DATE OF DELIVERY TO THE DANYS. CONTRACTOR HAS NO OBLIGATION TO ADVISE DANYS OF ANY CHANGE IN THE INFORMATION OR VIEWS CONTAINED IN THE DELIVERABLES.	Please see revised RFP Section 9.13 <i>Appendix B Amendments, Section 72</i> regarding warranties.
68	N/A	General - Terms & Conditions	NA	Bidder requests the following additions/clarifications of the terms and conditions applicable to the contract that will result from Solicitation No. 22822: V. Third-Party Beneficiaries: This Agreement is for the benefit of the parties only. None of the provisions of this Agreement are for the benefit of, or enforceable by, any third party. It is the intention of Contractor and the State that no third party shall have the right to (i) rely on the Services provided by Contractor, or (ii) seek to impose liability on Contractor as a result of the Services or any Deliverables furnished to State.	OGS declines this request.
69	RFP	1.1	6 of 76	"New York State is uniquely positioned to increase operational efficiencies and reuse or design technology implementations that will support programs that are administered or are provided oversight by the New York State Department of Health (DOH), the Office of Children and Family Services (OCFS), and the Office of Temporary and Disability Assistance (OTDA). These Agencies are working together to create the Integrated Eligibility System (IES) program, which will provide business and technical investments in New York's Health and Human Services that will have far reaching returns." Is New York City included in the work being done? If so, can you provide details of their participation? If not, will New York City become part of the IES?	The Integrated Eligibility System is a statewide system and the usage of/integration with the system will be a requirement. As such, New York City and the other 57 upstate districts will benefit from the project. Local district participation is seen as a vital part of the project's success.
70	RFP	1.2	NA	We understand that the State has not selected a system implementer. Without knowing who the SI is, we are unable to determine if we have a relationship. Please confirm that the provision of our services with existing clients wouldn't constitute a conflict of interest.	Questions relating to other procurements will not be addressed within this RFP. As no SI RFP has been developed, no bidder pool has been established. Your participation within this BA engagement may exclude you from any future SI engagement related to this project as per SFL Section 163a.
71	RFP	1.2	6	The RFP specifies that BA contractor must maintain independence from other parties involved in the Integrated Eligibility System project. Is KPMG LLP precluded from bidding or subcontracting on the Business Advisory Services for the IES (Statewide) project, with a scope that includes program management, due to their involvement in the Health and Human Services Business Transformation Project (HHSBT), the Health Benefit Exchange, or any other project with the State?	It has been determined with input from other State sources that the scope of this project is significantly different enough from any prior engagements that no conflict of interest or scoping issues would result in a preclusion of any potential bidder, and that no potential bidder would have any unfair advantage in bidding on this project. Please note that your participation in this project as a successful bidder and resulting Contractor may result in an exclusion of any future SI engagements as per State Finance Law Section 163-a.

No.	RFP Document	Document Section	Page Number	Question	NYSPro Response
72	RFP	1.2	6	The RFP refers to procurement of software for the IES or for Systems Integrator (SI) services directly related to the IES project. Has an SI vendor(s) been determined or engaged to date? If so, can the State identify the vendor(s)? If not, how and when will the services of an SI vendor be procured and will that procurement be competitive?	Questions relating to other procurements will not be addressed within this RFP. As no SI RFP has been developed, no bidder pool has been established. Your participation within this BA engagement may exclude you from any future SI engagement related to this project as per SFL Section 163a.
73	RFP	1.2	6 of 76	"Stage one of IES is anticipated to complete on 12/31/15. The Business Advisory Services RFP is silent on the status of the IES procurement. Is a procurement planned or has a procurement been completed? Please provide details on the status.	Questions relating to other procurements will not be addressed within this RFP. As no SI RFP has been developed, no bidder pool has been established. Your participation within this BA engagement may exclude you from any future SI engagement related to this project as per SFL Section 163a.
74	RFP	1.2	6 of 76	" Should the A-87 waiver be extended beyond this date, the services described herein would continue until the A-87 waiver's new expiration date." Does the State anticipate an extension of A-87? Does NY plan to request an extension?	New York State, as well as several other states have requested that OMB extend the A-87 waiver.
75	RFP	2	7	The closing date for inquiries is May 20, 2011. Is the correct data May 20, 2014?	The closing date for inquiries is May 20, 2014. This has been corrected in the RFP document.
76	RFP	2.1	7	The RFP states that all clarifications and exceptions are to be resolved prior of the submission of the bid. We request that the State consider the following extraneous terms below and formatted in accordance with Appendix B, Section 13.	This is summary statement and does not require response.
77	RFP	2.2	5	Please confirm our understanding that the "Closing Date for Inquiries" is May 20, 2014 rather than May 20, 2011.	The closing date for inquiries is May 20, 2014. This has been corrected in the RFP document.
78	RFP	2.2	7	What is the anticipated start date of the work?	Although the anticipated start date is July 2014, the actual date is contingent upon approval by the Office of the State Comptroller.
79	RFP	2.2	7	Given the number of key personnel that must be assembled to perform this work, would the State consider extending the due date by two weeks to allow companies time to form teams that meet the qualification requirements set forth in the RFP?	OGS declines this request.
80	RFP	2.2	7	Please advise if NYS will grant a 2 week extension to the submission date.	OGS declines this request.
81	RFP	3.2	8	Will the Integrated Eligibility System (IES) replace the Upstate Welfare Management System and New York City (NYC) Welfare Management Systems (WMS)?	One of the objectives of IES is to replace the functionality that is currently performed by both the Upstate Welfare Management System and the New York City Welfare Management System.
82	RFP	3.2	8 of 76	"While New York State has recently implemented the New York State of Health (NYSoH), the State's health exchange, the State remains dependent on the Upstate Welfare Management System and New York City (NYC) Welfare Management Systems (WMS) herein collectively called WMS, to support the delivery of human services programs and those health programs that have not yet transitioned to NYSoH. " Is the State's Health Exchange considered the IES?	No, the State's Health Exchange is not the Integrated Eligibility System.
83	RFP	3.2	8 of 76	"While New York State has recently implemented the New York State of Health (NYSoH), the State's health exchange, the State remains dependent on the Upstate Welfare Management System and New York City (NYC) Welfare Management Systems (WMS) herein collectively called WMS, to support the delivery of human services programs and those health programs that have not yet transitioned to NYSoH." Since Computer Sciences Corporation is the current HIX contractor are they precluded from this procurement?	It has been determined with input from other State sources that the scope of this project is significantly different enough from any prior engagements that no conflict of interest or scoping issues would result in a preclusion of any potential bidder, and that no potential bidder would have any unfair advantage in bidding on this project. Please note that your participation in this project as a successful bidder and resulting Contractor may result in an exclusion of any future SI engagements as per State Finance Law Section 163-a.
84	RFP	3.3	8	Will the A-87 Waiver be used both for the Business Advisory Services AND the Systems Integrator?	The A-87 Waiver will be used for both the Business Advisory Services for the Integrated Eligibility System RFP (22822) and for the future Systems Integrator (SI) Services RFP.
85	RFP	3.6	9 of 76	"The BA Contractor must also coordinate with the NYSoH contractors with respect to Medicaid and CHIP." The Department of Health currently has the Medicaid Administrative Services (MAS), and Quality Assurance Services procurements to award, which are scheduled for implementation during the same time period as the BA project and the current eMedNY contract. Each of these contracts has specific requirements and schedules. How does the State plan to coordinate the specific contract requirements and schedules?	To ensure coordination, the project management teams for each project will establish touchpoint milestones throughout the project schedules.
86	RFP	3.6	9	The RFP requires that the BA Contractor must coordinate with the NYSoH contractors with respect to Medicaid and CHIP. Who are those NYSoH contractors?	Computer Science Corporation is the NYSoH system integrator. Cognosante is the quality assurance contractor for the health benefit exchange.

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87	RFP	4	10	If a bidder has assisted the State in developing budget and providing planning services for IES, would it be precluded from submitting a proposal?	It has been determined with input from other State sources that the scope of this project is significantly different enough from any prior engagements that no conflict of interest or scoping issues would result in a preclusion of any potential bidder, and that no potential bidder would have any unfair advantage in bidding on this project. Please note that your participation in this project as a successful bidder and resulting Contractor may result in an exclusion of any future SI engagements as per State Finance Law Section 163-a.
88	RFP	4.1	10	The RFP requires the BA Contractor to work with the IES Project Director and Project Managers. Who is the IES Project Director and where does he/she report?	The IES Project Director will report to the IES Governance Board.
89	RFP	4.1	10	The RFP requires the BA Contractor to work with the IES Project Director and Project Managers. Is there an existing project team of project managers? How was the team chosen and from what agencies/departments?	The exact makeup of the project teams is being determined. It is anticipated that there will be representatives from all impacted agencies.
90	RFP	4.1	10	The RFP requires the BA Contractor to work with the IES Governance Board. Does the IES Governance Board currently exist? Who are the members and do they represent both State and local districts ?	Yes, the IES Governance Board exists. The State anticipates adding members to ensure that major stakeholder groups are represented.
91	RFP	4.1	10	Please describe the project management structure for the State as it relates to this project. Will the State have project management resources allocated to this project beyond the IES Project Director and the project management resources to be provided by the selected vendor?	The IES Project Director will report to the IES Governance Board. There will be a team of state project managers to support each project workstream. Yes, the state will have project management resources allocated to this project beyond the IES Project Director and the project management resources provided by the selected vendor.
92	RFP	4.2	12	Will the state be releasing a subsequent RFP for systems integrator services? If so, what is the timeframe for that procurement?	Questions relating to other procurements will not be addressed within this RFP. As no SI RFP has been developed, no bidder pool has been established. Your participation within this BA engagement may exclude you from any future SI engagement related to this project as per SFL Section 163a.
93	RFP	4.2	12	The RFP states "Further detail on what bidders must provide is described in RFP Error! Reference source not found." Can the State please provide that section number and the contents of that section?	The correct reference is RFP Section 6.4 <i>Technical Proposal Evaluation</i> . This has been corrected in the RFP document.
94	RFP	4.2	12	The second paragraph under Section 4.2 instructs the bidders to describe the project approach and methodology for Task Order 1 in their response. The RFP states "Further detail on what bidders must provide is described in RFP Error! Reference source not found." Can the state please clarify the RFP reference and where in our response the Approach to Task Order 1 should be included as well as what level of detail is requested?	The correct reference is RFP Section 6.4 <i>Technical Proposal Evaluation</i> . This has been corrected in the RFP document.
95	RFP	4.2	12 of 76	"With specific details of the project yet to be determined, the Contractor will be engaged by ITS as specific tasks, activities and deliverables are defined by the State." Can the Department estimate when the specific details of the project will be determined? RFP Section 2.2 Key Events and Dates only estimates the "Date for Selection".	Task Order 1 identifies the deliverables scheduled for the first 100 calendar days of the contract. Future activities will be identified within that first portion of the contract.
96	RFP	4.2	12 of 76	"Once the IES Systems Integrator is engage and the IES project is more fully defined, ITS will work with the BA Contractor to establish TOs for services accordingly." Please estimate the timeframe for the IES Systems Integrator to be engaged. Please estimate the timeframe for the IES project to be more fully defined.	The state is anticipating a 4th quarter of 2014 start date for the IES Systems Integrator.
97	RFP	4.2	12	The RFP outlines the first Task Order for the first three months of the Stage One engagement and all future Task Orders will be negotiated. Does that mean the proposal response executive summary and a Microsoft Project work plan only address the first Task Order? What's expected, if it is more than that?	Please refer to RFP Section 6.4.2 <i>Executive Summary</i> . In addition, the Microsoft Project Work plan developed in relation to Section 4.2.3 will be used as a template and applied to all future Task Orders.
98	RFP	4.2	12	In the Task Order Section of the RFP (4.2), there is a link to a document with a comment "Error! Reference source not found." What was removed from the RFP?	The correct reference is RFP Section 6.4 <i>Technical Proposal Evaluation</i> . This has been corrected in the RFP document.
99	RFP	4.2	12	On average, how long does the State anticipate will be required to execute work orders? Is this typically a quick process (e.g., within a few weeks from submission) or does it require a longer approval process?	The state anticipates that this will be a quick process.

No.	RFP Document	Document Section	Page Number	Question	NYSPRO Response
100	RFP	5.1	16	To meet the minimum requirement of 7 years of QA/QC experience for large scale federal or state HHS system integration engagements will the State consider equivalent QC/QA federal / state and local experience of large scale systems integration projects outside of HHS integration projects as valid?	No, the 7 years must be in health and human services.
101	RFP	5.2	15	Can you confirm that the work plan referenced in section 5.2 is the work plan described in Section 4.2.2.1?	RFP Section 5.2 does not describe a work plan, rather, describes a Staffing Plan. Such a staffing plan would be one required element for all task orders, such as those described in RFP Section 4.2.2.1 <i>Task Order Project Schedule</i> .
102	RFP	5.2	16 of 76	"Key Personnel must be physically located at a state facility in or around Albany, New York." This requirement seems onerous for all Key Personnel to be physically located in the Albany when their role is less than 40 hours per week for the duration of a Task Order; for example, a Program Area Expert. Would the State consider reducing this requirements for all Key Personnel with less than a 40 hour work week?	It is anticipated that all key personnel will be engaged full time, but may not be full time for the duration of the engagement. The BA Contractor will on-board assets to the Albany area as required. Therefore, OGS declines this request.
103	RFP	5.2	16 of 76	"Key Personnel must be physically located at a state facility in or around Albany, New York." Will the State provide workspace for the BA Task Order team(s) assigned to work in a State facility?	Referring to RFP Section 5.2 <i>Contractor-Supplied Resources</i> , "Key Personnel must be physically located at a state facility in or around Albany, New York." Workspace will be provided for the BA Contractor Staff.
104	RFP	5.3	17 of 76	"The BA Contractor must assign the key personnel identified in their proposal to perform the services effective with the Agreement start date and for the duration of the Agreement, ..." Will the initial Task Order include requirements for each of the Key Personnel? If not may the Key Personnel identified in the proposal start when a Task order is received that requires their participation?	It is anticipated that all key personnel will be engaged full time, but may not be full time for the duration of the engagement. The BA Contractor will on-board assets to the Albany area as required.
105	RFP	5.3	17	OGS does not guarantee that all key personnel will be fully utilized during the term of this agreement and OGS will not pay for utilized staff, yet they must remain available and local to Albany with staffing changes only approved by OGS. No vendor can make this kind of commitment honestly. Would OGS consider providing some level of expected utilization of key staff?	It is anticipated that all key personnel will be engaged full time, but may not be full time for the duration of the engagement. Staffing plans will be associated with individual task orders. The successful Bidder will be able to ascertain correct staffing levels based on those task orders. The State does not guarantee any specific usage of these titles.
106	RFP	5.3	17	Since OGS won't guarantee that key personnel will be fully utilized during the term of this agreement, will OGS consider reducing the key personnel to just those staff who OGS commits will be fully utilized during the entire term of the agreement, with others becoming non-key staff?	It is anticipated that all key personnel will be engaged full time, but may not be full time for the duration of the engagement. Staffing plans will be associated with individual task orders. The successful Bidder will be able to ascertain correct staffing levels based on those task orders. The State does not guarantee any specific usage of these titles, therefore, OGS declines this request.
107	RFP	5.3	17	For the following statement please clarify if this only applies to the work performed for Task Order 1: The BA Contractor must assign the key personnel identified in their proposal to perform the services effective with the Agreement start date and for the duration of the Agreement? Based on the nature of work included in subsequent task orders, it may be advantageous to leverage different resources in order to meet specific project needs.	To clarify, it is anticipated that all key personnel will be engaged full time, but may not be full time for the duration of the engagement. Staffing plans will be associated with individual task orders. The successful Bidder will be able to ascertain correct staffing levels based on those task orders. The State does not guarantee any specific usage of these titles, therefore, OGS declines this request.
108	RFP	5.3	17	Must all "Key Personnel" be onsite full time or may they also work offsite to complete deliverables?	It is anticipated that all key personnel will be engaged full time, but may not be full time for the duration of the engagement. The BA Contractor will on-board assets to the Albany area as required.
109	RFP	6.3	22	There is a reference to an "Administrative Proposal Requirements" section in the RFP, but the RFP section shows an error message. Can the State please provide that section number and the contents of that section?	The correct reference is RFP Section 7.1.2. This has been corrected in the RFP document.
110	RFP	7	2.1	If there are terms and conditions in the RFP - submitted in accordance Appendix B, section 13 - that the bidder would like to negotiate with the State, can the bidder accept the Contract terms and conditions, subject to the enumerated exceptions?	As noted in RFP section 7.1 and Appendix B section 13, a procedure is set forth for a Bidder to propose extraneous terms. A Bidder is placed on notice that submission of extraneous terms or material deviations may render a bid non-responsive. If the proposal is deemed non-responsive, the Bidder is not eligible for award. If the bid with the extraneous terms is deemed responsive and the proposal represents the best value to the State, then a notice of tentative award would be made, conditioned on successful completion of contract negotiations. The State would respond to the proposed extraneous terms. If resolution is not reached on those proposed extraneous terms, the tentative award would be rescinded.
111	RFP	7	25	The last sentence of the second paragraph cuts off: "...in order to perform said services during" - please provide bidder the entire language of paragraph.	This has been revised in the RFP.

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112	RFP	7	24	<p>This section cuts off mid-sentence in the last sentence of the second paragraph. Bidder requests the opportunity to review the paragraph in its entirety.</p> <p>Bidder also requests an exception to “represent” and “warrant” that Bidder has completed, obtained, or performed all registrations, approvals, authorizations, consents, and examinations . . . for the provision of services,” as it pertains to any subcontractors Bidder may hire to perform certain services. If necessary, we can provide separate certifications signed by subcontractors involved in providing the proposed services.</p> <p>We also request the language “required by any governmental authority” to be revised to say “required to conduct business in New York State.”</p>	<p>Referring to the first paragraph of this inquiry, this has been revised in the RFP.</p> <p>Referring to the second paragraph of this inquiry, OGS declines the request.</p> <p>Referring to the third paragraph of this inquiry, OGS declines the request.</p>
113	RFP	7.1	26	<p>This section states "OGS will also not entertain exceptions to the RFP or Appendix B that are of a material or substantive nature." If bidder submits any extraneous terms or deviations with their proposal, in accordance with Appendix B section 13, how will the State identify which terms it deems 'material' or 'substantive'? If such terms are not deemed materia/substantive - will bidder have the opprotunity to negotiate these terms? Or will the State simply accept the deviations/qualification, as proposed by bidder, or reject them?</p>	<p>As noted in RFP section 7.1 and Appendix B section 13, a procedure is set forth for a Bidder to propose extraneous terms. A Bidder is placed on notice that submission of extraneous terms or material deviations may render a bid non-responsive. If the proposal is deemed non-responsive, the Bidder is not eligible for award. If the bid with the extraneous terms is deemed responsive and the proposal represents the best value to the State, then a notice of tentative award would be made, conditioned on successful completion of contract negotiations. The State would respond to the proposed extraneous terms. If resolution is not reached on those proposed extraneous terms, the tentative award would be rescinded.</p>
114	RFP	9.12	30	<p>The RFP states that Appendix B is expressly made part of the Bid document. After reviewing Appendix B, we have noted several provisions that do not appear appropriate for a Consulting contract, for example, Section 28. Samples, parts of Section 72. Additional Warranties, Section 78. Software License Grant. Since it is unclear how these and other provisions will apply in the context of the proposed consulting services, we are finding that we will have several exceptions just to clarify the understanding of the parties. Does the OGS have a different set of terms and conditions that could form the basis of negotiations for a consulting services contract? If OGS does intend to use Appendix B to form the resulting contract, how will it address concerns about terms and conditions that are not applicable to consulting services?</p>	<p>Appendix B section 28 has been deleted. Appendix B sections 78-86 have been deleted. Please see revised Appendix B section 72. As noted in RFP section 7.1 and Appendix B section 13, a procedure is set forth for a Bidder to propose extraneous terms. A Bidder is placed on notice that submission of extraneous terms or material deviations may render a bid non-responsive. If the proposal is deemed non-responsive, the Bidder is not eligible for award. If the bid with the extraneous terms is deemed responsive and the proposal represents the best value to the State, then a notice of tentative award would be made, conditioned on successful completion of contract negotiations. The State would respond to the proposed extraneous terms. If resolution is not reached on those proposed extraneous terms, the tentative award would be rescinded.</p>
115	RFP	9.12	30	<p>Bidder requests the language be revised to include the statement: subject to the Extraneous Terms submitted in accordance with Section 13, and expressly accepted by the Commissioner or Authorized User.</p> <p>Revise this section to read as follows: “Appendix B, Office of General Services General Specifications, dated July 2006, attached hereto and subject to the Extraneous Terms submitted in accordance with Section 13, and expressly accepted by the Commissioner or Authorized User, is hereby expressly made a part of this Bid Document as fully as if set forth at length herein and shall govern any situations not covered by this Bid Document or Appendix A.</p>	<p>OGS declines the requested change. Resolution to any extraneous terms submitted by the Bidder would be reached between the parties prior to the execution of a Contract.</p>
116	RFP	9.16	21-22	<p>Are M/WBE's partnering on this RFP and, that have been advised to bid, expected to submit a technical proposal and financial proposal?</p>	<p>Referring to RFP Section 9.16 <i>CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN POLICY STATEMENT</i>, ". . .Those interested M/WBE vendors who cannot meet the full requirements of this RFP are encouraged to partner/subcontract with another bidder on a joint bid." The Vendor submitting a bid is responsible for completion all bid documents referenced in RFP Section 7.1. <i>Proposal Format</i>. The prime Bidder will be responsible for submitting all document in response to this Bid and for all future actions of sub-contractors as pertaining to the executed contract.</p>

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117	RFP	9.16		What portions of this RFP should the M/WBE complete if participating in a partnership relationship (which has not yet been established)?	M/WBEs partnering with Bidders will coordinate submission of a proposal with a Bidder, if a relationship has been established between the Bidder and the M/WBE. The M/WBE would be a sub-contractor. The prime Bidder would be responsible for submitting all documents in response to this Bid and for all future actions of sub-contractors as pertaining to the executed contract.
118	RFP	9.16		How to partner with as M/WBE subcontractor with prime bidders and inform of services, availability, and fees?	M/WBEs partnering with Bidders will coordinate submission of a proposal with a Bidder, if a relationship has been established between the Bidder and the M/WBE. The M/WBE would be a sub-contractor. The prime Bidder would be responsible for submitting all documents in response to this Bid and for all future actions of sub-contractors as pertaining to the executed contract.
119	RFP	9.16		How to participate in this bid and be fully compliant? Paperwork, qualifications, etc.	M/WBEs partnering with Bidders will coordinate submission of a proposal with a Bidder, if a relationship has been established between the Bidder and the M/WBE. The M/WBE would be a sub-contractor. The prime Bidder would be responsible for submitting all documents in response to this Bid and for all future actions of sub-contractors as pertaining to the executed contract.
120	RFP	9.16		Has a list of potential bidders been established to send company information? Will that list with email and addresses be available to M/WBE's?	Contact information for M/WBE's interested in participation will be made publically available to Bidders interested in entering into an M/WBE partnership. The M/WBE will be a sub-contractor. The prime Bidder will be responsible for submitting all documents in response to this Bid and for all future actions of sub-contractors as pertaining to the executed contract.
121	RFP	9.16	33	The RFP States that bidders are required to submit a Utilization Plan on Form MWBE 100 with their bid or proposal. Please clarify if this is to be submitted as an "attachment" or in another section of the response.	Form 100 will be submitted as a separate attachment. Form 100 should not be submitted as part of any Technical proposal as it contains fiscal information and may result in a disqualification of a bid package.
122	RFP	9.16	32	With Task Orders to be determined, it's impossible to commit to a specific MWBE participation rate when we don't yet know the required level of staffing or specific types of projects. Would OGS accept a commitment of up to 20% MWBE to be determined based on individual task orders?	OGS declines this request. OGS anticipates 20% to be a minimum participation rate. Utilization of less than 20 percent may result in liquidated damages.
123	RFP	9.4	29	Bidder requests the last bullet be deleted. Due to the consulting-based nature of the proposed services, we believe this requirement is not applicable.  • OGS's interpretation of specifications shall be final and binding upon the Contractor.	OGS declines this request.
124	RFP	9.5	29	Will OGS consider alternate task order reserve amounts and release timeframes that would be the subject of Task Order negotiation and based on the type of services included?	OGS declines this request.
125	RFP	9.9	30	This section refers to a Non-Disclosure Agreement (NDA) that each team member must sign. Please provide a copy of the NDA for review. Also, will bidder have an opportunity to negotiate any terms/language contained in the NDA?	OGS declines this request. An NDA will be provided to Contractor upon tentative award of the Contract and must be signed by all team members of the Contractor or Subcontractor(s) as applicable.
126	RFP	2.2 2.2	7	The announcement in the NYS Contract Reporter for the procurement for 'Business Advisory Services for the Integrated Eligibility System (Statewide)' specifies a due date of "06/19/2014 11:00 AM". The RFP specifies a Proposal Submission Deadline June 5, 2014 – 11:00 AM. Can OGS clarify which date is the correct due date?	The due date for RFP 22822 is June 5, 2014 at 11:00 AM.
127	RFP	3.2 & 4.1.1 & 4.1.3	8, 10, 12	The RFP discusses the need to work with the Upstate and NYC WMS', and to consider statewide organizational redesign and change management strategies. Does the state expect the BA Contractor to travel outside of Albany and to local districts as part of the project?	The state anticipates nominal travel needs for the Contractor.
128	RFP	3.4 and 3.6	8, 9, 10	Aside from the high level objectives, what exactly will the proposed IES do? What programs will it be used to determine eligibility of?	Please review Section 3.
129	RFP	4.1.2 (bullet 22)	11	Is the State looking for the selected vendor to lead the UAT activities or would the testing referenced here be supplemental to testing performed by the IES vendor and the State?	The testing would be supplemental to testing performed by the IES Systems Integrator and State stakeholders.

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130	RFP	4.2.1	12 of 76	"The IES State Project Team will coordinate the submission of a task order to the BA Contractor, describing the project scope of work." Has the IES State Project Team been established? If so, please provide the name and titles of the team members.	The project team is still being established.
131	RFP	4.2.2.1	13	In RFP Section 4.2.2.1, does NYS expect a Microsoft Project Schedule, fully resource loaded for the Task Order #1 deliverables? Will all other deliverables be included in later Project work plans as future task orders are defined?	The BA Contractor will be required to submit a Microsoft Project schedule upon contract execution. All future deliverables will be included in later project work plans as future task orders are defined.
132	RFP	4.2.2.6	14 of 76	The list of Key/Non-Key Personnel does not include a defined Organizational Change Management role. Who within the BA contractor staff does the State assume will perform the Change Management activities?	The on-site Project Manager would be responsible for all facets of the timelines. If a replacement of BA contractor staff is required, the lead project manager will need to manage that issue in the engagement. Change Management requirements will be developed under future task orders.
133	RFP	4.2.2.6	14 of 76	"The BA Contractor will provide a comprehensive Change Management Strategy and Plan that will provide strategies for local social service districts and state entities." Can we assume the the local social service districts and state entities will responsible for the execution of the Change Management Strategies and Plan without further involvement of the BA contractor? If not, please clarify the BA contractor's role?	The execution of the recommended Change Management plan will be defined in a future task order(s).
134	RFP	4.2.3	12	Please confirm our understanding that our proposal will include an actual Task Order description and proposal (technical and cost) that will be effective when the contract is signed by New York State.	RFP Section 4.2.3 Example Task Order, has been provided as an example. Referring to RFP Section 4.2 Task Orders, "Bidders are required in their proposal to describe the project approach and methodology they will use in completing the first Task Order within the specified timeframes." Although Task Order 1 will be drafted at the time the Contract is executed, "The IES Project Director will have final sign off on the Task Order; and work will proceed only with the review and approval of the IES Governance Board Structure."
135	RFP	4.2.3	14	In the Task Order 1 Table - does the column with days equate to the expected duration to build the deliverable?	To confirm, commitment to provide insurance in accordance with Attachment 3 - Insurance Requirements, is required with bid. Proof of compliance with Insurance Requirements is required upon Tentative Award.
136	RFP	4.3.5	13	The RFP states that the Contractor will be responsible for making daily backup's of files kept outside of NYS repositories. Given this requirement, will the State accept the following term: "Use of Vendors – OGS acknowledges that in connection with the performance of services under the Contract, Vendor may use the services of Contractor controlled entities and/or Contractor member firms to complete the services required by this contract. OGS 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 vendors 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 OGS. Contractor represents to OGS that each such vendor has agreed to conditions of confidentiality with respect to OGS's information to the same or similar extent as Contractor has agreed to pursuant this Contract. Contractor will have full responsibility to cause these vendors to comply with such conditions of confidentiality and Contractor shall be responsible for any consequences of their failure to comply. Accordingly, OGS consents to Contractor disclosure to a vendor and the use by such vendor of data and information, including but not limited to confidential information, received from or at the request or direction of OGS for the purposes set forth herein."	Subcontracting under this RFP is permitted, provided that all subcontractors must be identified and approved by NYS. The Contractor is responsible for the roles and responsibilities of the sub-contractors during the contract term. All documents pertaining to this bid must be immediately available to the prime BA Contractor and to the State upon demand. The storage of these documents will be subject to NYS ISO approval, the conditions of which may be negotiated at the time of award. Failure to meet ISO approval may result in the disqualification of a bidder, in which case the State reserves the right to award to the next highest ranked bidder.
137	RFP	4.3.5	15	Add the following at the end of the third bullet " provided, however, that BA Contractor may retain copies of such documentation in its workpapers in order to comply with applicable professional standards."	OGS declines this request. All documents and work papers as part of this Contract are the property of NYS. The BA Contractor will have no ownership rights over these documents and will surrender and/or destroy as directed by the IES Director.

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138	RFP	4.3.5	15	Bidder requests a copy of the non-disclosure (NDA) agreement that each team member will be required to sign.  We also request the opportunity to negotiate any language contained in the State's NDA, if needed, to comply with Bidder's non-disclosure policies. As a large provider of services to government agencies and financial institutions, Bidder understands the need for effective policies and procedures, and maintains its own robust policies that apply to its facilities and operations. Bidder requests the opportunity to negotiate mutually agreeable compliance obligations.	OGS declines this request. An NDA will be provided to contractor upon contract execution. State NDA's are non-negotiable. All sub-contractors related to any resulting executed contract will be subject to same.
139	RFP	5.3.1	17	Only the On-site Project Manager is indicated as having to be on-site consistently. Would OGS consider modifying the requirement for other key staff to be located in or around Albany, NY, since they don't appear to be required to work onsite at all times and may not even be fully dedicated to the project at any given time?	Referring to RFP Section 5.2 <i>Contractor-Supplied Resources</i> , "Key Personnel must be physically located at a state facility in or around Albany, New York."
140	RFP	5.3.7	19 of 76	Since the RFP does not specify the specific "federally supported State Programs" may a Bidder assume an "Expert" for one program will be evaluated using the same criteria regardless of the Program experience? For example a Medicaid expert will not score higher than a SNAP expert.	Specific program experience for Program Area Staff was not prescribed; therefore all experts will be evaluated using the same criteria.
141	RFP	5.4.1	19	While it is understood that all personnel will be under the Project Manager, did the State mean to say "Functional Lead" instead of "Project Manager? Line 1.	All staff will be under the direction of the on site Project Manager. Management assignments under that arrangement are described in RFP Sections 5.4.2, 5.4.3, 5.4.5 and 5.4.6.
142	RFP	5.4.4	19	Did the State mean to say "technical team" instead of "functional team"? Line 3 of the paragraph.	The correct term is Technical Team. This has been revised in the RFP.
143	RFP	6.4.1	21	Please explain the Interview process. From the RFP it appears to be a combination of oral presentation by all key personnel and written tests given to all key personnel. Please provide relevant details of the subject matter, duration, format/structure, evaluation of these written tests.	Details specific to the interview will not be provided at this time. Per RFP Section 6.4.1 <i>Interview</i> , "Additional details with regard to the format of this stage of the evaluation will be provided to the Bidders prior to the presentations."
144	RFP	6.4.1	21	In the second bullet of Section 6.4.1, Interview, what "overall project and their approach" is the RFP referring to?	Per RFP Section 6.4.1 <i>Interview</i> , "Additional details with regard to the format of this stage of the evaluation will be provided to the Bidders prior to the presentations." Overall project and their approach is referring the scope of RFP 22822.
145	RFP	6.4.1	21	In the second bullet of Section 6.4.1, Interview, what is meant by "Part 1 of this section"?	Referring to RFP Section 6.4.1 <i>Interview</i> , part 1 refers to bullet 1.
146	RFP	6.4.1	21 of 76	"Each individual will be given a problem or task associated with their skillset for a written response for a given period of time that will be created on-site. These responses will be evaluated based on their detail, technical validity and clarity." How much time will each individual be given to respond to their assigned problem or task? Does the State anticipate the In-Person Interviews taking longer than one business day?	Details specific to the interview will not be provided at this time. Although the State does not anticipate the in-person interviews being longer than one business day, the interviews and timeframes will be conducted in the best interests of the State in determining a responsive and responsible Bidder. Per RFP Section 6.4.1, "Additional details with regard to the format of this stage of the evaluation will be provided to the Bidders prior to the presentations."
147	RFP	6.4.2.3	22	When you say you want "samples of completed prior projects for engagements of similar size and scope, including staffing package, implementation plan and risk management plan" can you clarify what specifically you are looking for? We assume we will list relevant prior engagement experiences, but do you want actual sample staffing packages, implementation plans and risk management plans? For each?	Referring to RFP Section 6.4.2.3 <i>Experience</i> , samples requested are to include actual "Samples of completed prior projects for engagements of similar size and scope, including staffing package, implementation plan and risk management plan." To confirm, we are seeking actual documents from prior completed engagements that cover each area.
148	RFP	6.4.2.3	22	Please confirm our understanding that the "Implementation Plan" is a sample from a prior engagement of an implementation plan. Separately, our plan is to respond in the RFP with our proposed approach to meeting the requirements of Task Order 1, as defined by the RFP.	Referring to RFP Section 6.4.2.3 <i>Experience</i> , the implementation plan requested refers to "Samples of <u>completed prior projects</u> for engagements of similar size and scope, including staffing package, implementation plan and risk management plan." To confirm, we are seeking actual documents from prior completed engagements that cover each area.

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149	RFP	6.5.1	23	Including non-key personnel in the pricing seems to be optional, but each additional resource adds to the cost at 4,000 hours each. Are vendors going to be scored lower for proposing additional non-key personnel resources because of the additional cost?	Referring to RFP Section 6.5 <i>Financial Proposal Evaluation</i> and Section 6.5.2 <i>Part 2 - Hourly Rate Non-Key Personnel</i> , "The Bidder must provide hourly rates for each of the non-key personnel titles." Referring to RFP Section 6.5.4 <i>Financial Proposal Scoring</i> , "The cost proposal will be evaluated based on the total cost of Part 1 – Hourly Rate Key Personnel, Part 2 - Non Key Staff, and Part 3 – Task Order 1 Cost Proposal." The inclusion of non-key personnel rates is not optional. Failure to provide rates as requested may be deemed non-responsive.
150	RFP	7.1.2.1	25	Section 7.1.2.1.i of the RFP refers to "proof of online submission" of a completed Vendor Responsibility Questionnaire. Can the State describe acceptable examples of proof of online submission?	Acceptable proof that a Bidder has completed an on-line questionnaire can be in the form of a written statement attesting to completion. Please refer to RFP Section 9.26 <i>Vendor Responsibility</i> for specific details regarding Vendor Responsibility.
151	RFP	7.1.2.1	25	Section 7.1.2.1.f of the RFP requires "commitment to provide Insurance Requirements in accordance with "Attachment 3 – Insurance Requirements" upon Tentative Award". The Attachment 1 checklist refers to providing a commitment to obtain, or proof of compliance with all Insurance Requirements, being "provided". Can the State confirm that the commitment is to provide insurance requirements upon tentative award, and that proof of compliance is not required to be provided with the bid?	To confirm, commitment to provide insurance in accordance with Attachment 3 - Insurance Requirements, is required with bid. Proof of compliance with Insurance Requirements is required upon Tentative Award.
152	RFP	7.1.3	26	Section 7.1.3 (Technical Proposal Submission) does not match Attachment 1-Proposal Checklist, Technical Proposal Requirements. Attachment 1 asks that the vendor provide an Implementation Plan with outlined sections. However, the RFP does not mention any similar requirement in any section defining the Technical Proposal. What does the State expect?	Attachment 1 - Proposal Checklist has been revised to match RFP Section 6 <i>Method of Award/Evaluation Process</i> and Section 7 <i>Format and Content of Bid Submittal</i> .
153	RFP	7.1.3	26	If a full Implementation Plan as outlined in the Attachment 1-Proposal Checklist, Technical Proposal Requirements is expected though not mentioned as part of the RFP Section 7.1.3 Technical Executive Summary response, would NYS consider an extension to complete the document?	Referring to RFP Section 6.4.2.3 <i>Experience</i> , the implementation plan requested refers to " Samples of <u>completed prior projects</u> for engagements of similar size and scope, including staffing package, implementation plan and risk management plan." To confirm, we are seeking actual documents from prior completed engagements that cover each area. OGS declines the extension request.
154	RFP	7.1.3.1	25	Please clarify your expectations for what is to be included in the Technical Proposal. Our thinking is that it would include: Executive Summary; Capacity/Stability/Experience; Staffing including Attachments 11, 12, 13; Overarching Approach to the Scope/Requirements of the RFP; and Specific Response to Task Order 1 (as defined in Section 4.2.3).	Please refer to RFP Section 6.4 <i>Technical Proposal Requirements</i> , for all proposal requirements.