



Addendum #1 June 8, 2021 IFB 2021-01 – Mobile Imaging

The following are official modifications which are hereby incorporated into IFB 2021-01 – Mobile Imaging. The information contained in this addendum prevails over the original IFB language for all amendments below, deleted language appears in strikethrough (“xxx”) and added language appears in bold underline (“xxx”).

1. Page 1, Cover Page has been updated to amend the Bid Due Date:

- Issue Date: April 26, 2021
Bidder Questions Due: May 14, 2021 @ 3:00pm
Answers to Questions Due: June 3, 2021
Bid Due Date & Time: June 16 29, 2021 @ 3:00pm
Contract Period: 30 Days after approval by the NYS Comptroller with a term of 3 years and two optional 1-year renewals

2. Page 4, Checklist for IFB #2021-01

- See Attached Revised Checklist

3. Page 5, Overview, paragraph two:

DOCCS currently has a need for various mobile imaging clinics at 43 14 of its correctional facilities. DOCCS does not guarantee clinics will be held at all 43 14 facilities over the life of the contract...

4. Page 5, Key Events/Dates has been updated to amend the dates for “Bids Due to DOCCS” and “Tentative Award Made (estimated)”:

Table with 2 columns: Event and Date. Rows include Invitation for Bids (IFB) Issued, Written Bidders' Questions Deadline, DOCCS Issues Answers to Questions (estimated), Bids Due to DOCCS, Tentative Award Made (estimated), and Anticipated Contract Start Date.

5. Page 14, Price has been updated to include;

In the event that the clinic was held and less than the minimum number of patients were seen, DOCCS will pay their full Clinic Fee in addition to the Medicaid rate for each procedure that was completed to DOCCS satisfaction.

6. Page 15, Clinics

See Revised Attachment 2 – Clinic Information.

7. Page 15, Clinic Cancellation Reimbursement, ‘Number of Imaging Clinics DOCCS has Canceled Statewide from November 2019 through November 2020’ has been updated to include data for Elmira Correctional Facility.

Facility	Jan-Dec 2019	Jan-Nov 1, 2020
Clinton	0	1
Coxsackie	1	0
Upstate	11	0
Mohawk (Walsh)	0	0
Bedford	0	0
Fishkill	4	0
Greenhaven	2	0
Otisville	0	0
Shawangunk	0	1
Sullivan	1	0
Albion	5	0
Wende	0	0
Elmira	4	4
Total	28	-46

8. Page 15, Clinic Cancellation Reimbursement is updated to include:

In the event DOCCS cancels a clinic that is in progress, Contractor is entitled to their full Clinic Fee in addition to the Medicaid rate for each procedure that was completed to DOCCS satisfaction.

9. Page 16, Billing, paragraph one is updated to include:

Payment will be based on an invoice used in the supplier’s normal course of business. There will be one invoice for each clinic type. The invoice will include the clinic rate and individual Medicaid rates. Each company invoice must be itemized and include the following information.

10. Page 17, The Cancellation For Cause and Convenience is removed and replaced with the NYS Attorney General approved language below:

CANCELLATION FOR CAUSE AND CONVENIENCE:

~~This agreement may be terminated by mutual agreement upon thirty (30) days written notice. Also, DOCCS may terminate the agreement immediately for cause, upon written notice, if the contractor fails to comply with the terms and conditions of this agreement and/or with any laws, rules, regulations, policies or procedures of the State of New York affecting this agreement.~~

~~The State of New York retains the right to cancel this contract, in whole or in part without reason provided that the Contractor is given at least thirty (30) days notice of its intent to cancel. This provision should not be understood as waiving the State's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplementary to that provision. Any such cancellation shall have no effect on existing Agency agreements, which are subject to the same 30-day discretionary cancellation or cancellation for cause by the respective user Agencies~~

TERMINATION:

Mutual Consent: All or any part of this Agreement may be terminated by mutual written agreement of the contracting parties.

Cause: All or any part of this Agreement may be terminated immediately by the State, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Agreement and/or with any laws, rules, regulations, policies, or procedures that are applicable to the Agreement.

Convenience: This Agreement may be terminated if the State deems that termination would be in the best interest of the State provided that the State shall give written notice to the Contractor not less than thirty (30) days prior to the date upon which termination shall become effective.

Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Agreement, the Agreements may be terminated or reduced at DOCC's discretion, provided that no such reduction or termination shall apply to allowable costs already incurred by the Contractor where funds are available to the State for payment of such costs. Upon termination or reduction of the Agreement, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State. In any event, no liability shall be incurred by the State beyond monies available for the purposes of the Agreement. The Contractor acknowledges that any funds due to the State because of disallowed expenditures after audit shall be the Contractor's responsibility.

State Finance Law § 139-k: DOCCS reserves the right to terminate this Agreement in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law § 139-k was intentionally false or intentionally incomplete. Upon such finding, DOCC's may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this contract.

Bankruptcy: This Agreement may be deemed terminated immediately at the option of the State upon the filing of a petition in bankruptcy or insolvency, by or against the Contractor. Such termination shall be immediate and complete, without termination costs or further obligations by the State to the Contractor.

In the event of termination, the Contractor shall be entitled to compensation for Services performed through the date of termination which are acceptable to DOCCs, in DOCC's sole discretion. In the event that a part of this agreement is terminated, the Contractor shall be entitled to compensation for non-terminated Services which are acceptable to DOCC's, in its sole discretion.

11. Page 21, B. Insurance Requirements chart is modified as follows:

Insurance Type		Proof of Coverage is Due
Commercial General Liability	[Not less than \$5,000,000 \$1,000,000 each occurrence]	Upon tentative award and updated in accordance with Contract
General Aggregate	\$6,000,000 \$3,000,000	
Products – Completed Operations Aggregate	\$6,000,000 \$5,000,000	
Personal and Advertising Injury	\$1,000,000	
Medical Expenses Limit	\$5,000	
Business Automobile Liability Insurance	[Not less than \$2,000,000 \$1,000,000 each occurrence]	
Professional Errors and Omissions/Malpractice Insurance	[Not less than \$5,000,000 each occurrence]	
Data Breach/Cyber Liability	[Not less than \$50,000,000 \$1,000,000 each occurrence]	Contract your Ins Carrier or licensed NYS insurance agent for these forms
Workers’ Compensation	C-105.2, SI-12, U26.3 or GSI-105.2 (acceptable forms)	
Disability Benefits	DB-120.1 or DB-155(acceptable forms)	

12. Page 27, Scope of Services, Scope of Work/Specifications, 1. Services B Lot 2 is modified as follows:

Lot 2

- Mohawk Correctional Facility (Walsh) – 6614 Route 26 Rome, NY 13442
- **Elmira Correctional Facility - 1879 Davis Street, P.O. Box 500, Elmira, NY 14901-0500**

13. Page 27, Scope of Services, Scope of Work/Specifications, 2.1 ‘Qualification of Staff Performing Services’ is modified as follows:

2.1 Qualification of **Contractor** Staff Performing Services

14. Page 33, ‘SEE ATTACHMENT 1 FOR COST SHEETS’ is modified as follows:

SEE **REVISED** ATTACHMENT 1 FOR **REVISED** COST SHEETS

15. Attachment 1 – Cost Sheets

- See Attached ******Revised Attachment 1 - Cost Sheet**

16. Attachment 2 – Clinic Information

- See Attached ******Revised Attachment 2 – Clinic Information**

All other terms and conditions remain the same.

IMPORTANT NOTE: This addendum *must* be signed and returned.

Signature

Print Name and Title

Date

Applicants should monitor the following Web sites for posted updates or information:

NYS Contract Reporter: <http://www.nyscr.ny.gov> and NYS DOCCS’ Web site:

<https://doccs.ny.gov/procurement-opportunities>

IFB 2021-01 Mobile Imaging

REVISED CHECKLIST

REVISED CHECKLIST FOR IFB #2021-01

All bidders must complete the checklist presented below and submit the following forms listed in the checklist as required for each bid submission.

SUBMISSION DOCUMENTS PACKAGE (SIGNATURES REQUIRED)

- This Checklist
- Completed Bid Signature Page (pages 2-3)
 - Bidder's Federal Tax Identification Number
 - New York State Vendor Identification Number
 - Bidder's Signature
 - Individual, Corporation, Partnership, or LLC Acknowledgement (*must be notarized*)
- MWBE / EEO / SDVOB Forms as applicable (see pages 9-10)

Forms available at: <https://doccs.ny.gov/procurement-opportunities>
- Vendor Responsibility Questionnaire – Check one of the following:
 - Paper Submission

OR

 - Electronic Filing - Certified Date: _____
(Must be certified within the last 6 months)
- Copy of all required licenses or certifications of the Provider must be submitted with bid.**
- Qualification of Bidder – Accreditation certification or other evidence showing the organization resides in the Continental United States and has been in continuous operation for at least three (3) years and capable of performing the work described in the IFB. (see page 17-18).
- Complete and sign each Bid Cost Sheet for each Lot being bid on (See Attachment 1).**
- Notes to Bidders and Questions (pages 34-36)
- Complete and sign the Revised Bid Cost Sheet for each Lot being bid (See Revised Attachment 1).**

Attachment 5 – Required Forms

- Procurement Lobbying Certification
- NYS Required Certifications: EO 177 & State Finance Law § 139-I
- Vendor Assurance of No Conflict of Interest or Detrimental Effect
- Form ST-220-CA

Tentative Awardee shall provide the below 4 items upon notification from DOCCS

- Certificate of Insurance
- Proof of Compliance with Workers' Compensation Coverage Requirements
- Proof of Compliance with Disability Benefits Coverage Requirements
- Non-Disclosure Agreement (Attachment #6)

Signature: _____

Date: _____

Print Name: _____

Name of Company: _____

RETURN THIS PAGE AS PART OF THE BID

IFB 2021-01 Mobile Imaging

REVISED ATTACHMENT #1

COST SHEETS

******REVISED ATTACHMENT 1: COST SHEET – Example**

Revised Cost Sheet must be submitted. No other cost sheet will be accepted.

See below for how DOCCS will calculate Grand Total for Lot.

Lot #	Facility A	Facility B
Imaging Service 1		Clinic Fee (Bidder's # from <u>Revised</u> cost sheet) x Corresponding Average # of Clinics Per Year (from <u>Revised</u> Attachment 2)
Imaging Service 2	Clinic Fee (Bidder's # from <u>Revised</u> cost sheet) x Corresponding Average # of Clinics Per Year (from <u>Revised</u> Attachment 2)	
Imaging Service 3	Clinic Fee (Bidder's # from <u>Revised</u> cost sheet) x Corresponding Average # of Clinics Per Year (from <u>Revised</u> Attachment 2)	Clinic Fee (Bidder's # from <u>Revised</u> cost sheet) x Corresponding Average # of Clinics Per Year (from <u>Revised</u> Attachment 2)

A = Sum of Facility A's yearly Clinic Fees for all Imaging Services not shaded out in Facility A's column

+

B = Sum of Facility B's yearly Clinic Fees for all Imaging Services not shaded out in Facility B's column

=

LOT GRAND TOTAL = A + B

*****REVISED ATTACHMENT 1: COST SHEET**

Revised Cost Sheet must be submitted. No other cost sheet will be accepted.

LOT 1

Bidder must provide a single Clinic Fee for each type of service not shaded out below for each Correctional Facility (CF) within the given Lot.

See Revised Attachment 2 for Clinic Information

Company Name: _____

Lot 1	Clinton CF	Coxsackie CF	Upstate CF
CT scan w/o Contrast		\$	
CT scan w/Contrast		\$	
MRI w/o Contrast		\$	\$
MRI w/Contrast		\$	
Echocardiogram			\$
Ultrasound	\$	\$	\$

Clinic Fee shall be inclusive of all costs of providing mobile imaging services, including but not limited to interpretation, labor, materials, shipping, parts, supplies, travel, training, licenses, insurance, administrative, profit, ancillary costs, transportation, handling, issuance of finding reports, CD copies of images/x-rays, and miscellaneous charges such as any applicable taxes or fees, mailing costs, and services not explicitly stated in these specifications, but necessarily attendant thereto.

Notes: For any CT and MRI procedures that require contrast, the Vendor must supply their own Physician's Assistant (PA). Prices must be rounded to the nearest cent.

SIGNATURE

PRINTED NAME

DATE

*****REVISED ATTACHMENT 1: COST SHEET**

Revised Cost Sheet must be submitted. No other cost sheet will be accepted.

LOT 2

Bidder must provide a single Clinic Fee for each type of service not shaded out below for each Correctional Facility (CF) within the given Lot.

See Revised Attachment 2 for Clinic Information.

Company Name: _____

Lot 2	Mohawk (Walsh) CF	<u>Elmira CF</u>
CT scan w/o Contrast	\$	
CT scan w/Contrast	\$	
Echocardiogram	\$	
Ultrasound	\$	\$

Clinic Fee shall be inclusive of all costs of providing mobile imaging services, including but not limited to interpretation, labor, materials, shipping, parts, supplies, travel, training, licenses, insurance, administrative, profit, ancillary costs, transportation, handling, issuance of finding reports, CD copies of images/x-rays, and miscellaneous charges such as any applicable taxes or fees, mailing costs, and services not explicitly stated in these specifications, but necessarily attendant thereto.

Notes: For any CT and MRI procedures that require contrast, the Vendor must supply their own Physician's Assistant (PA). Prices must be rounded to the nearest cent.

SIGNATURE

PRINTED NAME

DATE

******REVISED ATTACHMENT 1: COST SHEET**

Revised Cost Sheet must be submitted. No other cost sheet will be accepted.

LOT 3

Bidder must provide a single Clinic Fee for each type of service not shaded out below for each Correctional Facility (CF) within the given Lot.

See Revised Attachment 2 for Clinic Information.

Company Name: _____

Lot 3	Bedford Hills CF	Taconic CF	Fishkill CF	Green Haven CF	Otisville CF	Shawangunk CF	Sullivan CF
X-ray					\$		
CT scan w/o Contrast			\$				
CT scan w/Contrast			\$				
MRI w/o Contrast			\$				\$
Echocardiogram	\$		\$	\$		\$	
Ultrasound	\$	\$	\$	\$		\$	
Mammography	\$						

Clinic Fee shall be inclusive of all costs of providing mobile imaging services, including but not limited to interpretation, labor, materials, shipping, parts, supplies, travel, training, licenses, insurance, administrative, profit, ancillary costs, transportation, handling, issuance of finding reports, CD copies of images/x-rays, and miscellaneous charges such as any applicable taxes or fees, mailing costs, and services not explicitly stated in these specifications, but necessarily attendant thereto.

Notes: For any CT and MRI procedures that require contrast, the Vendor must supply their own Physician’s Assistant (PA). Prices must be rounded to the nearest cent.

SIGNATURE

PRINTED NAME

DATE

******REVISED ATTACHMENT 1: COST SHEET**

Revised Cost Sheet must be submitted. No other cost sheet will be accepted.

LOT 4

Bidder must provide a single Clinic Fee for **each** type of service not shaded out below for **each** Correctional Facility (CF) within the given Lot.

See **Revised** Attachment 2 for Clinic Information.

Company Name: _____

Lot 4	Albion CF	Wende CF
CT scan w/o Contrast		\$
CT scan w/Contrast		\$
MRI w/o Contrast		\$
MRI w/Contrast		\$
Echocardiogram	\$	\$
Ultrasound	\$	\$
Mammography	\$	
Vascular Lab		\$

Clinic Fee shall be inclusive of all costs of providing mobile imaging services, including but not limited to interpretation, labor, materials, shipping, parts, supplies, travel, training, licenses, insurance, administrative, profit, ancillary costs, transportation, handling, issuance of finding reports, CD copies of images/x-rays, and miscellaneous charges such as any applicable taxes or fees, mailing costs, and services not explicitly stated in these specifications, but necessarily attendant thereto.

Notes: For any CT and MRI procedures that require contrast, the Vendor must supply their own Physician's Assistant (PA). Prices must be rounded to the nearest cent.

SIGNATURE

PRINTED NAME

DATE

IFB 2021-01 Mobile Imaging

REVISED ATTACHMENT #2

CLINIC INFORMATION

*****REVISED ATTACHMENT 2: CLINIC INFORMATION*****

Lot 1:

Facility	Service	Avg # of Clinics Per Year *	Avg # of Patients Per Clinic *	Minimum # of Patients to hold a Clinic
Clinton	Ultrasound	12	5	4
Coxsackie	CT w/o Contrast	2	3	2
	CT w/Contrast	10	13	10
	MRI w/o Contrast	3	3	2
	MRI w/Contrast	9	11	8
	Ultrasound	24	11	10
Upstate	MRI w/o Contrast	12	8	6
	Echocardiogram	12	5	4
	Ultrasound	24	6	5

Lot 2:

Facility	Service	Avg # of Clinics Per Year *	Avg # of Patients Per Clinic *	Minimum # of Patients to hold a Clinic
Mohawk (Walsh)	CT w/o Contrast	2	3	2
	CT w/Contrast	10	12	9
	Echocardiogram	12	7	5
	Ultrasound	12	12	9
<u>Elmira</u>	<u>Ultrasound</u>	<u>12</u>	<u>15</u>	<u>3</u>

Lot 3:

Facility	Service	Avg # of Clinics Per Year *	Avg # of Patients Per Clinic *	Minimum # of Patients to hold a Clinic
Bedford	Echocardiogram	12	1	1
	Ultrasound	24	18	13
	Mammography	24	12	12
Taconic	Ultrasound	12	4	4
Fishkill	CT w/o Contrast	2	2	1
	CT w/Contrast	10	6	5
	MRI w/o Contrast	12	15	11
	Echocardiogram	24	3	2
	Ultrasound	24	7	5
Green Haven	Echocardiogram	12	2	1
	Ultrasound	12	8	6
Otisville	X-Ray	24	25	20
Shawangunk	Echocardiogram	12	2	2
	Ultrasound	12	15	11
Sullivan	MRI w/o Contrast	3	15	11

* Represent historical numbers only – actuals may be higher or lower

*****REVISED ATTACHMENT 2: CLINIC INFORMATION (Continued)**

Lot 4:

Facility	Service	Avg # of Clinics Per Year *	Avg # of Patients Per Clinic *	Minimum # of Patients to hold a Clinic
Albion	Echocardiogram	12	1	1
	Ultrasound	24	5	4
	Mammography	12	20	15
Wende	CT w/o Contrast	4	3	3
	CT w/Contrast	20	14	10
	MRI w/o Contrast	3	2	1
	MRI w/Contrast	9	8	6
	Echocardiogram	12	10	8
	Ultrasound	24	6	5
	Vascular	24	3	2

* Represent historical numbers only – actuals may be higher or lower