

New York State Department of Corrections and Community Supervision

IFB 2021-01 – Mobile Imaging – Questions and Answers

The responses to questions included herein are the official responses by the Department to questions posted by potential applicants and are hereby incorporated into IFB #2021-01.

Question #	Bidder's Question	Answer
1	I realize MRI, CT and Mammography are requested services in this bid, Would the state consider a company that cannot provide those services, but can provide all the other services?	No. Refer to page 14 of the IFB, " PRICE ": 'Bidder must bid on a Clinic Fee for each type of service for each facility within a given lot.' and page 13 " SUBCONTRACTING ".
2	Is Elmira no longer going to hold an ultrasound clinic?	Refer to Addendum 1, #7, Revised Attachment 1 – Cost Sheets and Revised Attachment 2 - Clinic Information for the addition of Elmira Ultrasound Clinics.
3	1. Referencing Page 29, Section H: What does "self-contained" mean? a) Does DOCCS provide power for the mobile unit? b) Will the DOCCS maintain the power in working condition?	a) Self contained means having all that is needed in itself. b) Yes, DOCCS provides the power for the mobile unit. c) Yes, DOCCS will maintain the power in working condition.
4	Who will provide & maintain the Crash Cart for Contrast injections, the DOCCS or Contractor?	The DOCCS will provide and maintain the crash cart.
5	Referencing Attachment 2, Lot 1, upstate MRI (for example) # "Minimum # of Patients" to hold a clinic 6. If only 5 patients are completed on the day of the clinic, are we paid a full clinic charge since the minimum was not met?	Refer to Addendum 1, #5.
6	Referencing Page 7 – Dispute Resolution Policy Does this come into effect pre-bid submission or post-award?	The Dispute Resolution Policy is in effect at either time.
7	Referencing Page 9 under Equal Employment Opportunity Requirements: Are we required to submit a Minority and Women Business Enterprise & Equal Employment Opportunities policy statements since there is a goal of 0 percent participation of Women-owned Business Enterprises?	Yes. The EEO Policy Statement (PS) is required. Refer to page 9 of the IFB, Business Participation Opportunities for MWBEs paragraph one.
8	Referencing Page 13 – Subcontracting What is a third-party beneficiary?	A third-party beneficiary is a person or business who is not a party to a contract but benefits from the terms of the contract made between the two other parties.
9	Referencing Page 14 – Price a) Will the Contractor be paid a Straight Medicaid rate per procedure as well as A Clinic Rate? b) Will there be separate invoices for each Clinic? c) One for the Clinic Rate and another for Medicaid Rates for each procedure?	a) Refer to page 14 of the IFB, " PRICE "; 'Awarded bidders will be paid the established clinic rate as well as straight Medicaid for each service provided to incarcerated individuals.' b) and c) Refer to Addendum 1, #9.
10	Referencing Page 14 Is the Contractor required to bid on all services in a Lot?	Yes. Refer to page 14 of the IFB, " PRICE ": 'Bidder must bid on a Clinic Fee for each type of service for each facility within a given lot.'

11	If the DOCCS cancels a clinic that is in progress. Will the Contractor be paid for the full clinic?	Yes. Refer to Addendum 1, #8.
12	How many hours are in a clinic day? We understand that the hours are to be 7:30-4:30 but does that include a lunch break?	The number of hours is dependent on the number of patients and number of procedures scheduled for each clinic. Lunch breaks will be at the discretion of the Contractor in accordance with any applicable laws.
13	If all procedures are completed early, can the Contractor leave the facility?	When all procedures are completed to DOCCS satisfaction, the Contractor employees may leave the facility.
14	Referencing Page 17 – Cancellation for Cause and Convenience Is there a “without cause” termination clause for the Contractor, as there is one provided for the DOCCS?	No. Refer to Addendum 1, #10.
15	Referencing Page 25, #3 – DOCCS’ Reserved Rights Does this mean that the DOCCS, can make a partial award in a Lot? Thereby having two or more Contractors for one Lot?	Refer to page 14 of the IFB, “ METHOD OF AWARD ”; ‘One award will be made to the responsive and responsible bidder with the lowest Grand Total per Lot.’
16	Referencing Page 25, #3 – DOCCS Rights If the DOCCS awards a Lot in Part, can the Contractor rescind their offer?	Refer to page 26 of the IFB, “ DOCCS RESERVED RIGHTS ”, item 15.
17	Referencing Page 30 (W) If a PACS system is requested by the DOCCS, will the Technologist be allowed internet access?	DOCCS is unable to respond to this question at this time. DOCCS will work with awarded Contractor (s) as necessary.
18	Referencing Attachment 2 – Clinic Information a) Please explain what is meant by: Minimum # of patients to hold a clinic? b) How does that involve the Contractor in scheduling and the cancellation policy?	a) Minimum # of patients to hold a clinic on Attachment 2 refers to the Minimum number of patients DOCCS has identified to hold a clinic. b) Refer to Page 15 of the IFB, “ CLINIC CANCELLATION REIMBURSEMENT ”.
19	Referencing Page 25 – General Requirements - #9 Inspection Will the DOCCS remove this as it makes the contractor financially responsible for the state’s costs?	DOCCS will not remove this language.
20	In the event of a Security Lock Down, will the Contractor be compensated if the technologist and equipment are unable to leave the facility after the clinic hours expire?	There are policies and procedures in place to prevent such a scenario from occurring.
21	If the clinic runs over the Clinic Hours Allowed due to the request of the facility to perform additional procedures, will the Contractor receive additional compensation? Or should the staff leave without completing the additional studies requested?	There are no set clinic hours. If additional patients are seen, the Contractor will be paid the Medicaid rate for each additional procedure completed.
22	Will the contractor be able to “opt-out” of the contract before optional year one and two?	Refer to page 16 of the IFB, “ CONTRACT PERIOD AND RENEWALS ” and Addendum #1, #10.
23	Will the contractor be responsible in providing the DOCCS with PACS workstations?	No.

24	<p>Referencing Page 20, Section 9 – Additional Insured</p> <p>a) To clarify, does the Contractor have to add the people of the State of New York, New York DOCCS, Agents, Employees and Officers on our insurance policy as an additional insured?</p> <p>b) Does this include all policies (Referencing the above table from Page 21, Section B)?</p>	<p>a) Refer to Page 20 of the IFB, Section 9 “Additional Insured”.</p> <p>b) The chart on page 21 references which policies are liability policies that would be required under Section 9 on page 20.</p>																									
25	<p>Referencing Page 21, Section B</p> <p>a) Could the DOCCS explain why the level of Cyber Liability exposure is so high for this contract?</p> <p>b) Will the DOCCS consider a more reasonable level of coverage than a \$50,000,000 policy?</p>	Refer to Addendum 1, #11.																									
26	<p>Referencing the table from Page 21, Section B: The insurance levels are far above community standards, Would the DOCCS consider the following levels shown on the chart below?</p> <table border="1" data-bbox="254 626 1169 1256"> <thead> <tr> <th colspan="2">Insurance Type</th> <th>Proof of Coverage is Due</th> </tr> </thead> <tbody> <tr> <td>Commercial General Liability</td> <td>\$1,000,000</td> <td rowspan="9">Upon tentative award and updated in accordance with Contract</td> </tr> <tr> <td>General Aggregate</td> <td>\$3,000,000</td> </tr> <tr> <td>Umbrella Policy</td> <td>\$5,000,000</td> </tr> <tr> <td>Personal and Advertising Injury</td> <td>\$1,000,000</td> </tr> <tr> <td>Medical Expenses Limit</td> <td>\$5,000</td> </tr> <tr> <td>Business Automobile Liability Insurance</td> <td>\$1,000,000</td> </tr> <tr> <td>Professional Errors and Omissions/Malpractice Insurance</td> <td>\$1,000,000/\$3,000,000</td> </tr> <tr> <td>Data Breach/Cyber Liability</td> <td>\$1,000,000</td> </tr> <tr> <td>Workers’ Compensation</td> <td>C-105.2, SI-12, U26.3 or GSI-105.2 (acceptable forms)</td> <td rowspan="2">Contract your Ins Carrier or licensed NYS insurance agent for these forms</td> </tr> <tr> <td>Disability Benefits</td> <td>DB-120.1 or DB-155(acceptable forms)</td> </tr> </tbody> </table>	Insurance Type		Proof of Coverage is Due	Commercial General Liability	\$1,000,000	Upon tentative award and updated in accordance with Contract	General Aggregate	\$3,000,000	Umbrella Policy	\$5,000,000	Personal and Advertising Injury	\$1,000,000	Medical Expenses Limit	\$5,000	Business Automobile Liability Insurance	\$1,000,000	Professional Errors and Omissions/Malpractice Insurance	\$1,000,000/\$3,000,000	Data Breach/Cyber Liability	\$1,000,000	Workers’ Compensation	C-105.2, SI-12, U26.3 or GSI-105.2 (acceptable forms)	Contract your Ins Carrier or licensed NYS insurance agent for these forms	Disability Benefits	DB-120.1 or DB-155(acceptable forms)	Refer to Addendum 1, #11.
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27	What are the current utilization per facility per month for each procedure?	This question is not relevant to submit a response to this IFB.																									
28	Who are the current vendors?	This information is available through Freedom of Information Law procedures which can be found here; https://doccs.ny.gov/freedom-information-law-foil .																									

29	What are the current rates?	This information is available through Freedom of Information Law procedures which can be found here; https://doccs.ny.gov/freedom-information-law-foil .
30	We must accept to provide all services? Is only x-ray and ultrasound sufficient?	No. Refer to page 14 of the IFB, " PRICE ": 'Bidder must bid on a Clinic Fee for each type of service for each facility within a given lot.'