



ADDENDUM

RFP: STATEWIDE CPR, FIRST AID, AED INSTRUCTOR TRAINING AND CERTIFICATION – C0SCO0052

Addendum Number: 1

Date Issued: October 27, 2021

Summary: Amended RFP Section 4.3
Amended Appendix D, HIPAA Business Associate Agreement
Questions and Answers

The RFP is hereby amended as follows:

Section 4.3, HIPAA Agreement, is removed from the RFP and will not be required for the resulting contract.

Appendix D, HIPAA Business Associate Agreement, is removed from the RFP and will not be required for the resulting contract.

QUESTIONS AND ANSWERS

General

Q1. Can you tell me who won this contract last time?

A1. Northeastern New York Safety and Health Council, Inc. was nominated for award; however, the RFP issued in 2019 was subsequently canceled.

Q2. Our headquarters is located in Texas, are there specific documents to submit as a foreign entity?

A2. No. There are no specific documents required to submit a proposal as a foreign entity. All vendors are required to complete the Vendor Responsibility Questionnaire as outlined in RFP Section 3.1.5.

Q3. 1. Overview – If a contractor has alternative solutions to satisfy the need for training and this contractor can propose a significant cost savings, will this be acceptable?

A3. Per RFP Section 6.8, Extraneous Terms, *“Bids must conform to the terms set forth in the solicitation. Due to the requirement for uniformity of language in contracts with all Bidders or prospective Contractors, exceptions that materially alter the Terms and Conditions set forth in this RFP will be grounds for rejection of the proposal or disqualification of the Bidder. Bidders must submit for consideration proposed extraneous terms during the question-and-answer period, as outlined in Section 1.7. Exceptions to this RFP may only be made to the extent that they are minor and do not materially alter the Terms and Conditions stated herein and will be subject to acceptance by OPWDD or to Bidder withdrawal prior to contract award. The State reserves the right, in its sole discretion, to determine the materiality of the Bidder’s stated exception. Only extraneous terms accepted by OPWDD, in writing, shall be expressly incorporated into the Contract. Acceptance and/or processing of a bid shall not constitute acceptance of extraneous terms. OPWDD will not entertain any exceptions to Appendix A, Standard Clauses for New York State Contracts. Any Bidder submissions on standard, pre-printed forms, such as but not limited to product literature, order forms, license agreements, contracts, or other documents that are attached or referenced with submissions shall not be considered part of the bid or resulting Contract but shall be deemed included for informational or promotional purposes only.”*

Section 2 – Scope of Work

- Q4. 2.4.1.i. Can a 21 day advance notice for enrollment be implemented instead of the 14 day noted in the RFP for the Instructor Development Training?**
- A4. No. OPWDD requires no more than 14 days' notice that students will be attending a quarterly scheduled training.
- Q5. 2.4 regarding physical room – Our organization's current Covid protocols utilize 6'x6' (36 sq ft) spacing; is this acceptable? Should restrictions adjust, which may change the spacing expectations, are there any expectations regarding the organization making these changes?**
- A5. OPWDD typically follows the training organization's guidance with regard to Covid protocols. OPWDD expects the vendor to follow current guidance and regulations issued by the New York State Department of Health. If a training is held at an OPWDD facility, the vendor must follow protocols in place for New York State facilities, employees and contractors.
- Q6. 2.4 renewals – Although it is considered best practice to designate the instructor renewal date to coincide with their effective date, Are we correct in our understanding that OPWDD is asking the contractor to manipulate this date? Would minimal impact (mutually agreed) alternatives satisfy this expectation?**
- A6. OPWDD is not asking the contractor to manipulate the renewal date. This expectation can be satisfied in accordance with RFP Section 2.4.2.d., which states that *"Recertification shall be determined based on the expiration of the Instructor's current certification prior to being grandfathered into the Contractor's program. Recertification dates shall be determined based on expiration."*
- Q7. 2.6.3. Monthly Reporting – Regarding the monthly reports, are sample reports available?**
- A7. No, sample reports are not available. As stated in the RFP: *"At minimum, the monthly report shall include each certified OPWDD employee's full name, email address, certification date, and certification end date."*

Section 3.2 – Minimum Bidder Qualifications

- Q8. The [RFP] mentions you have to have previous experience specifically in the State of New York, does this make our foreign entity ineligible to submit a proposal?**
- A8. Bidders must have experience specifically in New York State. Your firm could meet this requirement by providing a joint proposal with another firm or with a subcontractor who meets this requirement. See RFP Section 6.4 for Joint Proposals and RFP Section 6.7 Bidders, Subcontractors and Contractor obligations. Note: OPWDD reserves the right to reject any proposed subcontractor as outlined. All RFP requirements (attachments) are required from subcontractors as indicated within the RFP.

Contract

- Q9. We would want to start with asking [OPWDD] if they will sign our agreements if we are awarded, and if we can negotiate the terms of their RFQ.**
- A9. No. OPWDD cannot sign vendor agreements. Any negotiation may only be made to the extent that it is minor and does not materially alter the terms and conditions stated in the RFP and will be subject to acceptance by OPWDD. The State reserves the right, in its sole discretion, to determine the materiality of the Bidder's stated exception as outlined in Section 6.8, Extraneous Terms. Section 1.7, Questions from Bidders, indicates that any bid deviations or extraneous terms of a substantial nature must be resolved prior to the submission of a bid (as outlined in Section 6.8). Bidders must identify during the question-and-answer period any terms and conditions in the RFP that would prohibit a Bidder from submitting a proposal. This process may not be used to negotiate material changes to the terms and conditions set forth in the RFP; any such changes will not be accepted by OPWDD.

Additionally, Bidders must attest that they have read and understand the provisions of this RFP, inclusive of all Appendices, Attachments and Exhibits thereto, and agree to be bound by all of the terms and conditions on Attachment A-1, Bidder Attestation.

Q10. Addendum to Appendix A – MWBE – Does not apply to us. We can ask [OPWDD] if they feel the need for us to complete this.

A10. MWBE requirements apply to all bidders and contractors regardless of MWBE status. All Bidders must complete and submit the MWBE EEO forms, including: MWBE EEO Policy Statement, Attachment A-6-A; Staffing Plan, Attachment A-6-B; MWBE Utilization Plan, Attachment A-6-C; and, if applicable, MWBE Request for Waiver, Attachment A-6-D. See *RFP Section 3.1.6*.

Q11. Appendix A Supplement, Agency Specific Terms and Conditions, - Indemnity clause in section 3: This must be removed. This makes [the vendor] liable to claims against the State of NY that we are not liable for.

A11. OPWDD cannot remove the indemnification language. This clause is limited to claims arising from the contractor's services that are performed under the contract.

Q12. Appendix C – Insurance – There are terms that do not apply to us, ex. Construction Contractor terms. Can these be removed?

A12. These cannot be removed. Appendix C is a general attachment. If certain terms are not applicable to certain vendors/contracts, then those terms would not apply.

Q13. General Conditions, Section A.5. – Requires us to renew our insurance certificate within 10 days prior to expiration. – This time frame is impossible to meet. Risk would prefer to remove the “10 days” time frame.

A13. This is standard language and is required by New York State. Appendix C, Insurance, General Conditions, Section A.5. states that *“At least two (2) weeks 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 the OPWDD than the expiring policies shall be delivered to the OPWDD in the manner required for service of notice in Paragraph A(3) above.”* Paragraph A(3) states that *“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 for non-payment as required by law to the OPWDD.”*

Q14. General Conditions, Section B.1. – These terms do not apply to us, and should be removed.

A14. Appendix C, General Conditions, Section B.1. provides specific coverage types and minimum policy limits that a contractor must have included in their General Liability insurance. A Certificate of Insurance for General Liability is required for all contractors providing services to New York State.

Q15. Appendix D – Does not apply to us and should be rejected entirely.

A15. OPWDD agrees that the HIPAA BAA does not apply to this contract and will not be required.