

## **QUESTIONS AND ANSWERS – RFP 2018-5 – Electrocardiogram (ECG) Services**

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**Q1)** Section 1.4 (on Page 7) sets the **Minimum Bidder Qualifications** as: *“Bidders must provide at the time of bid opening, satisfactory experience, financial resources and organization to perform the **type, magnitude and quality of service specified.**”*

a) The IFB clearly states that any prospective bidder must have experience in the type and magnitude of supplying Centralized ECG Services and Cardiologist Overreads to an entire State DOC. Will any prospective bidder that has not supplied these services to a state DOC be disqualified?

b) What is the quantity (years/volume) that will be used to determine “satisfactory evidence of previous experience”?

**A1)** a. – **False, Section 1.4 Minimum Bidder Qualifications: A-** states **“Evidence that Bidder has been in continuous operation providing Electrocardiograms and interpretive services, to include overreads by a US Board Certified Cardiologist for a minimum of five (5) years.”** Nothing in the IFB states to an entire State DOC.

b. – **See Section 1.4 of IFB 2018-05 A and B. A minimum of five (5) continuous years experience providing Electrocardiogram and interpretive services, to include overreads by a US Board Certified Cardiologist.**

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**Q2)** Per Section 2.2.1 (on Page9) and Section 1.4 (on Page 7) it states all the information that needs to be included in the cover letter.

Is the Cover Letter, then, the entire written portion of the bid submission?

**A2)** **See IFB 2018-05 Section 1.4 Minimum Bidder Qualifications, Section 2 Bid Submission and Section 3.3 Bid Submission Checklist to assist you with your bid submission**

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**Q3)** Section 3.2 **Method of Award** (Page 11) states: *“Contracts will be awarded by **lowest Grand Total Price to the responsive and responsible bidder** as calculated on Attachment B – Bid Cost Form.”*

If a bidder with no experience providing these services to an entire state DOC is the lowest bidder, will they be awarded the contract?

**A3)** **Yes, if a vendor with the lowest Grand Total price meets the Minimum Bidder Qualifications, they will be awarded the contract.**

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**Q4)** In section 3.4 **Term Of Contract** (Page 12) it states that the contract will *“...commence on May 1, 2018 or upon approval of the Office of the State Comptroller (OSC), whichever is later...”*

a. This is obviously an urgent bidding request since this is a rebid less than a year from the previous IFB. Is NYS DOCCS committed to expedite the signing of the contract once the bid is won?

b. What happens if the current vendor exits the contract on May 1<sup>st</sup> and the Office of the State Comptroller has not approved the new contract yet?

- A4) a. – No**
- b. – DOCCS will discuss this with the winning vendor.**
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**Q5)** In section 4.1.2 **Scope Of Services** (Page 16) it states that new machines sold to the state by the winner bidder have to have a 3 year extended warranty.

- a) Who is responsible for fixing the existing ECG machines from previous vendors/contracts?
- b) Is NYS DOCCS going to do a separate IFB for warranty contracts on existing machines?
- c) If the machine is damaged from abuse, who pays for the repair of the machine? Who pays for the rental on the loaner? Who pays for the shipping of the broken machine (both ways) as well as the loaner (both ways)?
- d) This contract is a 5-year contract. What happens in years when warranties are no longer in force?

**A5) a. – For the term of the current warranty DOCCS will work with the prior vendor. After the warranty on those machines expires DOCCS will work with the winning vendor to provide service for those machines on a case by case basis.**

**b. – No.**

**c. – See Attachment B – Bid Cost Form States – Purchase Bid Price: “To include shipping and handling costs, supplies, repairs, and 3-year warranty that covers all parts, labor, shipping and handling.”**

**d. – DOCCS will handle on a case by case basis.**

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**Q6)** In sections 4.1.3 and 4.1.4 **Scope Of Services** (Page 16) the IFB states that loner machines must be shipped to facilities with broken ECG machines.

- a. Is the loaner machine, in essence, the machine the facility owns going forward?
- b. If not, will the vendor have to ship out a loaner machine to the site, ship the broken machine back to the vendor’s offices, fix the broken machine, then ship it back to the facility, and then also ship the loaner ECG machine from the facility back to the vendor’s offices? If so, this is 4 shipments instead of two.

**A6) a. – Section 4.1 #1 states: The purchase of any ECG equipment must be new. Used or refurbished units are NOT acceptable.”**

**b. – Section 4.1 # 2 states: “Purchase price of an ECG machine must come with a free three (3) year extended warranty. The extended warranty must cover all parts, labor, shipping and handling. It must also cover replacement of the unit if it cannot be repaired.**

**Bid Cost Form also states: “Purchase Bid Price: To include shipping and handling costs, supplies, repairs, and 3-year warranty that covers all parts, labor, shipping and handling.”**

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**Q7)** In section 4.1.9 **Scope of Services** (Page 17) it states: *“Option to view ECG report electronically (i.e. through a portal).”*

If a bidder does not meet this portal requirement, are they disqualified from the bid?

**A7) No. However, it is our preference that the vendor provide the ECG reports electronically.**

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**Q8)** In section 4.1.13 **Scope of Services** (Page 17) it states: “*STAT Overreads must be faxed back to the requesting facility within 30 minutes, along with phone notification of all critical reads.*”

- a. Who defines what “critical” means?
- b. Will NYS DOCCS provide a specific list of definitions of critical?
- c. Who exactly is calling the facility on these phone notifications?
- d. Who are they supposed to call?
- e. What number are they supposed to call?
- f. Will NYS DOCCS be responsible for providing a continuously updated list of contact names and numbers, with escalation capability, for every shift at every facility?
- g. If STAT Overreads must be faxed back in 30 minutes, what is the turn-around time for Regular Overreads? 24 hours like the current contract?
- h. Are alternative methods (other than fax) available for communicating results such as direct VPN, secure email, for secure FTP?
- i. Would access through the portal be a potential means of communicating results?

- A8)**
- a. – DOCCS staff will determine what is a critical read.**
  - b. – No.**
  - c. – The phone notifications to the facility are made by the vendor.**
  - d. – The vendor is expected to call the Medical Unit and relay the information to a medical staff person (i.e. Nurse, Nurse Administrator, provider)**
  - e. – The selected vendor will be provided a list of facility phone numbers.**
  - f. – No.**
  - g. – The turn-around time for regular reads is 24 hours.**
  - h. – No.**
  - i. – No.**
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**Q9)** In sections 4.1.15 **Scope of Services** (Page 17) it states: “*Option for automatic Overreads on all ECGs.*”

The State was considering a mandate that all ABNORMAL ECGs would get an automatic Overread. Did they reach a final decision on that mandate yet?

**A9) DOCCS wants all “abnormal ECG” automatically overread.**

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**Q10)** Per section 5.4 **Freedom of Information Law / Trade Secrets** (Page 19)

- a. Can we request that our Client List not be disclosed if it is part of our Cover Letter?
- b. Can we request that our entire Cover Letter not be disclosed?
- c. If the answer is “No” to a) and b) above, can our client list (provided to illustrate previous DOC experience) be supplied on a separate appendix that will NOT be shared?

**A10) a. – Yes, a client list can be exempt under 87(2)(d) – it should be explained why it would hurt the competitive position in the exemption request. If the information is proprietary and could be redacted pursuant to FOIL laws then the client list could be held back/redacted from disclosure.**

**b. – No.**

**c. – Yes, this would be acceptable to make it an appendix with a clear heading.**

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**Q11)** Would a prospective bidder have to be able to communicate trans-telephonically with every single make and model of ECG machine listed on Attachment G?

**A11) The Prospective bidder will have to be able to communicate with all MAC 800 and MAC 2000 or be able to replace any they are unable to communicate with.**

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**Q12)** Page 16, 4.1 Scope of Services

- 4. All ECG machines (replacement/loaners) must be mailed next day.

Specify if the turnaround time for replacement/loaners is calculated by business days, since the couriers (FEDEX) used for delivery ship Monday to Friday. If a replacement machine or loaner is shipped on Friday, we can request Saturday delivery.

**A12) The ECG machine turnaround time (replacement/loaners) is the next day, and “not” the next business day.**

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**Q13)** Page 16, 4.0 Scope of Services

The bidder would like to propose a response to IFB #2018-05 in which the vendor will replace all of the machines that are currently in use within the fifty-four (54) state correctional facilities with the Mortara Escribe ECG Analysis System which is a comparable ECG monitor to the requested GE MAC 2000, requested within the IFB. While the machines will remain the property of the vendor, the vendor will repair or replace the machines during the term of the contract to ensure that the ECG services are maintained during the term of the contract. Based on this approach, NY DOCCS would only be billed for the interpretation of ECS's, regular over-reads and STAT over-reads. NY DOCCs would realize a savings of \$130,000 (Cost of GE MAC 2000 x 10 x 5 years) over the term of the contract.

**A13) No, we do not want to lease the machines.**

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**Q14)** Page 17, Scope of Services, 10.

Does NYS DOCCS currently use an EMR? If so, who is the current vendor? Is it anticipated that during the term of this Contract that NY DOCCS will introduce an EMR?

**A14) No, an EMR system is not currently in place. It is unknown at this time if one will be during the term of this contract.**

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**Q15)** Page 17, 4.1 Scope of Services

- 11. Use of telephonic ECG service for routine ECG Testing

Can the provider transmit ECG services using NY DOCCS internet services or local area network connections if not, will NY DOCCS provide an analog phone line (ECG machines will not transmit over digital lines)?

**A15) ECG's are currently being transmitted through the phone lines at facilities.**

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**Q16)** Page 17, 4.1 Scope of Services

-13. STAT overreads must be faxed back to the requesting facility within thirty (30) minutes along with phone notifications of all critical reads.

Can NY DOCC's provide the number of time STAT overreads were requested during weekend hours during the past calendar year?

**A16) DOCCS does not track this at this time.**

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**Q17)** Page 17, 4. Scope of Services 13.

The IFB lists the TAT for Stat Overreads as 30 minutes, what is the turnaround time for Regular Overreads?

**A17) 24-hour turnaround time on regular overreads.**

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**Q18)** Page 17, Scope of Services

Who is the current vendor for ECG services and what are they currently charging for:

ECG interpretation

Regular over-reads

Stat over-reads

ECG Machines

**A18) Biomedical Systems is the current vendor with pricing of:**

**Interpretation Cost: \$5.50**

**Regular Overreads: \$15.00**

**Stat Overreads: \$35.00**

**ECG Machines: \$1,500.00**

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**Q19)** Page 17, 4.1 Scope of Services

-15. Option for automatic overreads on all ECGs.

Can NY DOCC's provide an example of when they might request an option for automatic overreads on all ECGs? Will this be for a specific ECG or for all ECG's during a certain timeframe?

**A19) Examples of an automatic overread would include, when there is no on-site provider and/or if an on-site provider was inexperienced in interpreting the ECG(s).**

**It would depend on the situation, or set of circumstances as to whether this would be for a specific ECG or for all ECGs during a certain time period.**

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**Q20) Page 17, 4.1 Scope of Services**

Within the IFB you referenced both automatic and regular over-read, what is the difference? If there is a difference how we will distinguish between an automatic over-reads and regular over-reads?

**A20) If the IFB referenced both automatic and regular over-reads, then it was an error, as there is no difference.**

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**Q21) Page 17, 4.1 Scope of Services**

16. STAT overread option for medical staff.

Can NY DOCC provide an example when the provider will be requested to provide a STAT overread option for medical staff? How many of these were requested within the previous year?

**A21) No, approximately 66 STAT overreads were requested the previous year.**

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**Q22) Page 27, 5.16 M/WBE and EEO Requirements**

Since the IFB does not set a specific goal for M/WBE involvement, does the Offeror still need to return the W/WBE and EEO Policy Statement forms?

**A22) Yes, both forms are still required.**

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**Q23) Page 28, 5.18 Contractor Insurance Requirements**

Is it equally acceptable to the agency to be listed as certificate holder on the certificate of insurance rather than additional insured?

**A23) No, DOCCS would need to be listed as an additional Insured.**

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**Q24) Disclosure of New York State Department of Corrections and Community Supervision Information Form**

Would DOCCS consider adding the following language at the end of #12 on the above form: Notwithstanding the foregoing, the Recipient may retain one copy of the confidential information in the Recipients Law Department for archive purposes and the Recipient shall not be required to destroy or delete copies that have become embedded in its electronic storage system through routine backup processes.

**A24) No, DOCCS is not willing to add that language.**

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**Q25): 5.21 Indemnification**

Would DOCCS consider adding the following changes to the section 5.21 Indemnification?

The Contractor shall assume all risks of liability for its performance, or that of any of its officers, employees, subcontractors or agents, of any contract resulting from this solicitation and shall be solely responsible and liable for all liabilities, losses, damages, costs or expenses, including reasonable attorney's fees to the extent, arising from any claim, action or proceeding relating to or in any way connected with the performance

of this Agreement and covenants and agrees to defend, indemnify and hold harmless the State of New York, its agents, officers and employees, from any and all third party claims, suits, causes of action and losses of whatever kind and nature to the extent, arising out of or in connection with its performance of any contract resulting from this solicitation, including negligence, active or passive or improper conduct of the Contractor, its officers, agents, subcontractors or employees, or the failure by the Contractor, its officers, agents, subcontractors or employees to perform any obligations or commitments to the State or third parties to the extent arising out of or resulting from any contract resulting from this solicitation. Such indemnity shall not be limited to the insurance coverage herein prescribed.

**A25) No, DOCCS is not willing to change the language to the IFB.**

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**Q26) Page 30, 5.19 Workers' Compensation and NYS Disability Insurance**

Please confirm that the Workers compensation and NYS Disability Insurance forms should be submitted upon notice of tentative award and not with the IFB response.

**A26) Section 5.19 states: "Workers Comp and NYS Disability Ins forms are required from the successful Bidder."**

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**Q27) Standard Clauses for NYS Contracts #10 Records**

Would NY DOCCS consider the following added language to the Standard Clauses?

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours upon advanced written notice at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**A27) No, Appendix A - Standard Clauses for NYS Contractors is non-negotiable.**

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