



# Department of Health

RFP #20455

## Behavioral Risk Factor Surveillance System (BRFSS)

*Questions and Answers Posted October 4, 2024*

| Question # | Corresponding RFP Sections                                       | Question   | Answer  |
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| 1.         | 7.0 Proposal Submission  | Should a font size of 11 points or larger be used for graphics and tables?   | A font size of 11 or larger should be used for the entire proposal, but a font size less than 11 points will be accepted for graphics and tables. |
| 2.         | 6.2 Technical Proposal, D.2 Staffing and Organizational Capacity | Are resumes required for the project team?   | No.   |
| 3.         | Attachment B Cost Proposal                                       | The RFP presents three alternative data collection methodologies and requests pricing for each. However, the method in which each methodology is employed can vary significantly from number of contacts to amount of incentive offered. These differences can significantly | The Cost proposals will be evaluated based on the all-inclusive price provided by the bidder for each survey requested.                           |

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|    |                            | <p>impact pricing meaning the pricing is not necessarily comparative across vendor.</p> <p>Can the state confirm that the cost evaluation will be based upon the main BRFSS data collection given that there is a set methodology? If not, how will the state evaluate a vendors cost proposal given the multiple variations to determine the lowest cost proposal?</p> |  |
| 4. | Attachment B Cost Proposal | If a vendor's unit rates incorporate the cost of the study proposal, report summary and dataset and codebook delivery, can the vendor simply propose a unit rate and leave the pricing for each of the other items blank?   | Per Attachment B Cost Proposal, "Bids that do not include pricing in every green shaded box for every survey type and every survey year in Sections A, B, C, D, and E will be disqualified".   |
| 5. | Attachment B Cost Proposal | What survey length pricing should be included in Section E in the data collection row?  | <p>Section 4.1.5.1, page 14, describes what is expected for the Formative Data Collection deliverable in Section E of Attachment B Cost Proposal:</p> <p><i>4.1.5.1 The contractor will conduct an annual formative data collection project related to emerging topics or priority populations with the intent of informing future content of the BRFSS. The focus of the data collection will be determined during the fall of the preceding calendar year and will be finalized in collaboration with the NYSDOH. For estimating pricing, assume formative testing will include writing and revising up to 10 new questions, cognitive testing with the intended population, and collecting data on a sample of at least 100 members of the intended population. This formative project will include collaborating with NYSDOH on question development, study design and mode of survey administration. Associated deliverables will include an annual study</i></p> |

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|    |   |  | <i>proposal, data collection, summary report of findings, dataset and codebook.</i>  |
| 6. | <p>2.2 Important Information</p> <p>6.1 Administrative Proposal Part H. DOH Agreement</p> <p>8.9 Award Recommendation</p> | <p>RFP Attachment 8 DOH Agreement (Standard Contract)</p> <p>NEW YORK STATE DEPARTMENT OF HEALTH<br/>APPENDIX<br/>IX. General Specifications<br/>J. Indemnification</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 DEPARTMENT from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property and intellectual property, caused by any intentional act or negligence 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 of the DEPARTMENT.</p> <p><b>We are respectfully requesting to consider changing to</b><br/>J. Indemnification<br/>CONTRACTOR shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the DEPARTMENT from suits, actions, <b>direct</b> damages and costs of every name and description relating to personal injury and damage to real or personal tangible property and intellectual property, caused by any intentional act or negligence 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 of the DEPARTMENT.</p> | <p>The Department would consider the change requested. However, to ensure mutual understanding of the effect of the change requested, the Department would wish to engage the successful bidder in a discussion of the effect of the change, if agreed and made.</p> |

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| <p>7.</p> | <p>2.2 Important Information</p> <p>6.1 Administrative Proposal Part H. DOH Agreement</p> <p>8.9 Award Recommendation</p> | <p>NEW YORK STATE DEPARTMENT OF HEALTH APPENDIX</p> <p>IX. General Specifications</p> <p>K. Indemnification Relating to the Third-Party Rights</p> <p>The CONTRACTOR will also indemnify and hold the DEPARTMENT 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 DEPARTMENT 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 arise from the DEPARTMENT'S gross negligence or willful misconduct, provided that the DEPARTMENT shall give CONTRACTOR: (a) prompt written notice of any action, claim or threat of infringement suit, or other suit, (b) the opportunity to take over, settle or defend such action, claim or suit at CONTRACTOR'S sole expense, and (c) assistance in the defense of any such action at the expense of CONTRACTOR.</p> <p><b>We are respectfully requesting to consider changing to</b></p> <p>K. Indemnification Relating to the Third-Party Rights</p> <p>The CONTRACTOR will also indemnify and hold the DEPARTMENT harmless from and against any and all <b>direct</b> damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs that may be finally assessed against the DEPARTMENT 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 arise from the DEPARTMENT'S gross negligence or willful misconduct, provided that the DEPARTMENT shall give CONTRACTOR: (a) prompt written notice of any action, claim or threat of infringement suit, or other suit, (b) the opportunity to take over, settle or defend such action, claim or suit at CONTRACTOR'S sole expense, and (c)</p> | <p>The Department would consider the change requested. However, to ensure mutual understanding of the effect of the change requested, the Department would wish to engage the successful bidder in a discussion of the effect of the change, if agreed and made.</p> |
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|    |   | assistance in the defense of any such action at the expense of CONTRACTOR.  |   |
| 8. | 2.2 Important Information<br><br>6.1 Administrative Proposal<br>Part H. DOH Agreement<br><br>8.9 Award Recommendation | <p>Appendix H<br/>FEDERAL HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT<br/>BUSINESS ASSOCIATE AGREEMENT<br/>V. Violations</p> <p>B. Business Associate shall indemnify and hold the STATE harmless against all claims, suits, actions, damages, and costs, resulting from, relating to, or arising out of the acts/omissions of Business Associate, its agents, employees, partners and/or subcontractors in connection with Business Associate's obligations under this BAA. Business Associate shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the STATE from suits, actions, damages, obligations, and costs, relating to, or arising out of, any breach notification required by 45 CFR Part 164 Subpart D, State Technology Law § 208, and/or any other notifications required by law, caused by any intentional act or omission or negligent act or omission of Business Associate, its agents, employees, partners or subcontractors, without limitation; provided, however, that Business Associate shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act of the STATE.</p> <p><b>We are respectfully requesting to consider changing to</b> Business Associate shall indemnify and hold the STATE harmless against all claims, suits, actions, <b>direct</b> damages, and costs, resulting from, relating to, or arising out of the acts/omissions of Business Associate, its agents, employees, partners and/or subcontractors in connection</p> | The Department would consider the change requested. However, to ensure mutual understanding of the effect of the change requested, the Department would wish to engage the successful bidder in a discussion of the effect of the change, if agreed and made. |

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|    |  | <p>with Business Associate's obligations under this BAA. Business Associate shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and save harmless the STATE from suits, actions, <b>direct</b> damages, obligations, and costs, relating to, or arising out of, any breach notification required by 45 CFR Part 164 Subpart D, State Technology Law § 208, and/or any other notifications required by law, caused by any intentional act or omission or negligent act or omission of Business Associate, its agents, employees, partners or subcontractors, without limitation; provided, however, that Business Associate shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act of the STATE.</p>  |  |
| 9. | 9.0 Terms and Conditions of HRI Contract | <p>RFP ATTACHMENT E. HRI Consultant Agreement</p> <p>17. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend HRI, its agents, employees, officers, board members, the New York State Department of Health, and the People of the State of New York against all claims, damages, losses or expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense arises out of, or in connection with, any act or omission by Consultant, or anyone directly or indirectly employed or contracted by Consultant, in the performance of services under this Agreement, and such acts or omissions (i) constitute negligence, willful misconduct, or fraud; (ii) are attributable to bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from; (iii) cause the breach of any confidentiality obligations set forth herein; (iv) relate to any claim for compensation and payment by any employee or agent of Consultant; (v) result in intellectual property</p> | <p>Health Research, Inc. (HRI) would consider the change requested. However, to ensure mutual understanding of the effect of the change requested, HRI would wish to engage the successful bidder in a discussion of the effect of the change, if agreed and made.</p> |

infringement or misappropriation by Consultant, its employees, agents, or subcontractors.; or (vi) are violations of regulatory or statutory provisions of the New York State Labor Law, OSHA or other governing rule or applicable law. The obligation of the Consultant to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers' compensation or other employee benefit acts provided by the Consultant.

**We are respectfully requesting to consider changing to** 17. To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend HRI, its agents, employees, officers, board members, the New York State Department of Health, and the People of the State of New York against all claims, **direct** damages, losses or expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense arises out of, or in connection with, any act or omission by Consultant, or anyone directly or indirectly employed or contracted by Consultant, in the performance of services under this Agreement, and such acts or omissions (i) constitute negligence, willful misconduct, or fraud; (ii) are attributable to bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from; (iii) cause the breach of any confidentiality obligations set forth herein; (iv) relate to any claim for compensation and payment by any employee or agent of Consultant; (v) result in intellectual property infringement or misappropriation by Consultant, its employees, agents, or subcontractors.; or (vi) are violations of regulatory or statutory provisions of the New York State Labor Law, OSHA or other governing rule or applicable law. The obligation of the Consultant to

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|  |  | indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers' compensation or other employee benefit acts provided by the Consultant. |  |
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