

Invitation for Bids
IFB No. 20137
ANNUAL PHYSICAL INVENTORY SERVICES
QUESTIONS AND ANSWERS
Issued: 9/14/2022

QUESTION NUMBER	SECTION REFERENCE	QUESTION	ANSWER
1	General	What is the current threshold value of assets and how long has it been so? I believe that this is \$5,000 currently, but we weren't sure on the amount of time it's been \$5,000. The entire asset listing contains assets as long as they reached the threshold at the time, so there could be assets that are 20 years old on the asset listing because they could have been over the \$1,000 when they were added.	The current threshold is \$5000. The threshold has been \$5000 for approximately seven years. All computers and printers that are barcode tagged are included in the process.
2	General	We won't be provided a full asset listing originally, we will just be responsible for assigning asset tag numbers into room numbers during our initial pass of the space. Will an asset listing be provided during reconciliation once you ping our original asset numbers, so that more information is available for this in-depth search of remaining assets? Can this data be provided in an excel format?	Yes, the Department will provide the asset listing during the reconciliation process. Yes, this data can be provided in an excel spreadsheet.
3	General	The 5 weeks to complete the inventory listed in the RFB is for the complete inventory, not just the initial pass of space. Please confirm.	Correct, 5 weeks is to complete the entire inventory process.
4	General	Is there an incumbent for this contract? If so, who is the vendor and what was the contracted cost?	Yes, Verasset Corporation is the incumbent and the contract was for \$155,000 total for the 5 year period.

5	General	Please advise as to your projected budget for the five-year study.	This information is not relevant to submission of a bid.
6	General	Please provide a list of interested vendors that participated in the Mandatory Site Inspections.	This information is not relevant to submission of a bid
7	General	To confirm, the Physical Inventory will be completed each year, for a five-year contract and that no additional site locations will be added to those locations identified in the current IFB.	Correct, the physical inventory will be completed each year at the site locations identified in the IFB
8	General	To confirm, if an asset is not currently tagged, but similar, or adjacent assets are tagged, the untagged asset will not be included, or a new tag will not be affixed, in the awarded vendor's findings/reporting?	Correct, if the asset is not tagged it will not be included.
9	General	To confirm, the reconciliation of the awarded contractors findings/reporting, will be reconciled by the NYS DoH, to their current fixed asset listing. An exception report will be issued by the NYS DoH of assets not found to the awarded vendor for a second on-site visitation for verification purposes. The report will be identified as a "recount" report. Once the recount report is completed, our understanding is that no further site visitations will be necessary, or performed, correct?	Correct
10	General	To confirm, it is our understanding that there could be up to four different asset tags affixed to the equipment, further identified as: <ul style="list-style-type: none"> • Property of WCLR (DLR Prefix) • Property of HRI (HRI Prefix) • Property of Health Research (WC Prefix) • Property of Health Research (HR Prefix) 	Correct, the property tags will have the following prefixes: DLR, HRI, WC, and HR
11	General	To confirm, the NYS DoH Capitalization Threshold for assets to be inventoried is \$5,000. Assets below the \$5,000 Threshold will be excluded from the physical inventory process, correct?	Incorrect, all tagged assets will be included in the inventory process. At the DOH's discretion assets under \$5000 may be excluded from the recount process.
12	General	To confirm, the total time for competition of the requested study, including the inventory and reconciliation efforts, will be a total of five calendar weeks.	Correct, 5 weeks is the total time to complete the entire inventory process.

13	General	To confirm, only those rooms identified in the NYS DoH "Room Number Control File" will be included in the requested physical inventory study.	Incorrect, if a room which is not in the "Room Number Control File" is found, the DOH contact on site must be notified. The DOH Contact will determine the process to proceed with the unidentified room.
14	General	If we see an item that we feel should have a tag, but it does not have a tag, do we need to let you know?	No
15	General	Do the sites have IT rooms or areas?	The Biggs and David Axelrod sites have typical IT spaces with switches and hubs. The CMS building has a small area with switches and hubs. The site at 1450 Western and Griffin Labs do not have these areas.
16	General	Is the 5 week time frame mentioned in the RFP the total time for the inventory and the look back/reconciliation period combined?	Yes
17	General	Is there a holding area for items waiting to be tagged?	No, items are tagged as part of the receiving process.
18	General	All assets we are looking for will already be tagged?	Yes
19	General	Do we need to go through boxes, cabinets, and drawers to look for tagged items?	Yes, please refer to Section 4. DETAILED SPECIFICATIONS in the IFB.
20	General	Are there equipment categories you can give us?	No
21	General	Does every room have a location number?	Yes
22	General	Do the sub-rooms or rooms within rooms have room numbers?	Yes
23	General	Will we be provided a list of items in each room?	No

24	General	Will we be provided floor plans?	<p>Floor plans will be provided for the Biggs Laboratory and David Axelrod Institute locations.</p> <p>The Griffin Laboratory location is a small campus of mostly single level buildings. For this location a site map will be provided.</p> <p>Floor plans for the Center for Medical Science location will not be provided.</p> <p>The 1450 Western Ave location is one large room with a few small offices and no floor plan will be provided.</p>
25	General	Approximately how long ago was the tagging protocol raised to \$5000.00.	Approximately 7 years ago.
26	General	How long does the reconciliation (time between the vendor supplying initial data and DOH supplying the vendor exception report) take?	24 to 48 hours.
27	General	What to we do if an item has multiple tags?	<p>Only tags with the prefixes DLR, WC, HR and HRI followed by a five-digit number need to be captured. If an item has multiple tags with those prefixes, the DOH contact at that location should be notified to determine the process to proceed for that piece of equipment.</p> <p>Samples of the tags will be provided prior to the start of the inventory.</p>
28	Section 5.13 State Finance Law Consultant Disclosure Provisions, Paragraph 2, Page 13	Please confirm that a State Consultant Services Form A is not required with the proposal submission.	This is form is required only from the successful bidder and not required at the time of proposal submission.
29	Section 6.1.1, Mandatory Site Visit, Page 16	What is expected in response to this requirement? Are bidders simply to confirm that they attended the mandatory site visit?	Nothing is expected. Only bids from bidders that attended will be accepted.

30	Section 6.1.2, Bidders Minimum Qualifications to Propose, Bullet 3, Page 16	Is Attachment 9 included in the 5-page limitation?	No, it is not.
31	Attachment A, Page 21	Is the checklist required with the proposal submission?	No, it is not.
32	Attachment 8, Section IX.E, Ownership Clauses, pg. 16 of NYS DOH contract	We respectfully request to add the following language: <u>6. To the extent that the Services provided by are generated by CONTRACTOR' proprietary software, nothing contained herein is intended nor shall it be construed to require CONTRACTOR to provide such software to Client.</u>	Requests to amend the contract will not be entertained
33	Attachment 8, Section IX.K, Indemnification Relating to Third Party Rights, pg. 19 of NYS DOH contract	We respectfully request to replace Section IX.K with the following language: <u>To the extent allowed by law, Contractor shall defend, indemnify and hold harmless the Client from and against any and all third-party claims and resulting proven direct damages, liabilities and costs (including reasonable attorneys' Contractor shall not be responsible for any damages, liabilities or costs resulting from the negligence or willful misconduct of the Client, its employees, Contractors, or agents or any third party.</u>	Requests to amend the contract will not be entertained
34	Attachment 8, Page N/A	We respectfully request to add the following language to the contract, which has been acceptable for our other NYS contracts: <u>Limitation of Liability - New Section Addition(In Previous NY Contracts with Maximus) For all other claims against CONTRACTOR where liability is not otherwise set forth in the Contract as being "without Limitation," and regardless of the basis on which the claim is made, CONTRACTOR' liability under the Contract for direct damages shall be the greater of the following: (i) \$1,000,000.00; (ii) the dollar amount of the Contract; or (iii) two (2) times the charges rendered by CONTRACTOR under the Contract and including any amendments.</u>	Requests to amend the contract will not be entertained

		<p><u>Unless otherwise specifically enumerated herein, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless CONTRACTOR is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings. Notwithstanding the foregoing or anything herein to the contrary, the State will not consider any limitation of liability for personal injury or death, U.S. copyright infringement, or damage to real or personal property, regardless of the nature of the damages sought for any such claim.</u></p>	
35	Attachment 8, Contract Insurance Requirements, Page 17 of NYS DOH contract	<p>We respectfully request the following changes to Section IV.A: Prior to the start of work under this Contract, the CONTRACTOR shall procure at its sole cost and expense, and shall maintain in force at all times during the term of this Contract, insurance of the types and in the amounts as herein below set forth, written by companies authorized by the New York State Department of Financial Services to issue insurance in the State of New York ("admitted" carriers) with an A.M. Best Company rating of "A-" or better or as <u>reasonably</u> acceptable to the DEPARTMENT. Before commencing performance of the work, the CONTRACTOR shall deliver to the DEPARTMENT evidence of such policies in an <u>ACORD certificate of insurance</u> form <u>reasonably</u> acceptable to the DEPARTMENT. These policies must be written in accordance with the requirements of the paragraphs below, as applicable. The DEPARTMENT may, at its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when Certificates and/or other policy documentation is accompanied by a completed Excess Lines Association of New York (ELANY) Affidavit; provided that nothing herein shall be construed to require the DEPARTMENT to accept insurance placed with a non-authorized carrier under any circumstances.</p>	Requests to amend the contract will not be entertained

36	Attachment 8, Contract Insurance Requirements, Page 17 of NYS DOH contract	<p>We respectfully request the following changes to Section IV.B.2:</p> <p>Policy Forms. Except as may be otherwise specifically provided herein or agreed in writing by the DEPARTMENT, policies must be written on an occurrence basis. Under certain circumstance, the DEPARTMENT may elect to accept policies written on a claims-made basis provided that, at a minimum, the policy remains in force throughout the performance of the services and for three (3) years after completion of the Contract. If the policy is cancelled or not renewed during that time, the CONTRACTOR must purchase at its sole expense Discovery Clause coverage sufficient to complete the 3year period after completion of the Contract. Written proof <u>Certificates of Insurance evidencing of this any</u>-extended reporting period must be provided to the DEPARTMENT prior to the policy's expiration or cancellation.</p>	Requests to amend the contract will not be entertained
37	Attachment 8, Contract Insurance Requirements, Page 17 of NYS DOH contract	<p>We respectfully request the following changes to Section IV.B.3:</p> <p>Certificates of Insurance/Notices. CONTRACTOR shall provide a Certificate or Certificates of Insurance, in a fom <u>reasonably</u> satisfactory to the DEPARTMENT, before commencing any work under this Contract. Certificates shall reference the Contract Number. Certificates shall be mailed to:</p> <p>Name/Title Organization: Address: Address:</p> <p>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 30 days prior written notice except for non-payment as required by law to the DEPARTMENT at the address specified above in this paragraph. In addition, if required by the DEPARTMENT, the CONTRACTOR shall deliver to the DEPARTMENT within forty-five (45) days of such request a copy of any or all policies of insurance not previously provided, certified by the insurance carrier as true and complete. <u>Contractor's insurers shall, according to each insurance policy's provisions, provide at least 45 days prior written notice of cancellation or non-renewal and 10 days for non-payment of premium to the certificate holder on file with insurers.</u></p>	Requests to amend the contract will not be entertained

		<p>Certificates of Insurance shall:</p> <p>Be in the form reasonably approved by the DEPARTMENT.</p> <ol style="list-style-type: none"> a. Disclose any deductible, self-insured retention, aggregate limit, or any exclusion to the policy that materially changes the coverage required by this Contract. b. Specify the Additional Insureds and Named Insureds as required herein. c. Refer to this Contract by number, the Supplemental Certificate, and any other attachments on the face of the certificate, d. When coverage is provided by a non-admitted carrier, be accompanied by a completed ELANY Affidavit, and e. Be signed by an authorized representative of the insurance carrier or producer. <p>Only original documents (Certificates of Insurance, Supplemental Insurance Certificates, and other attachments required endorsements) will be accepted.</p> <p>Electronic forms will be accepted as original documents, provided the subject electronic document can be directly traced back to the insurance carrier, agent, or broker via email distribution or similar means.</p>	
38	Attachment 8, Contract Insurance Requirements, Page 18 of NYS DOH contract	<p>AWe respectfully request the following changes to Section IV.B.4:</p> <p>Primary Coverage. The commercial general and automobile liability and protective liability insurance policies shall provide primary and non-contributory coverage to the DEPARTMENT for any covered bodily injury and/or property damage claims arising from the CONTRACTOR'S Work under this CONTRACT, or as a result of the CONTRACTOR'S activities. The commercial general liability insurance policy shall include blanket contractual liability coverage. The workers comp</p>	Requests to amend the contract will not be entertained

		<p><u>and employers liability insurance policy shall include a waiver of subrogation in favor of the State and the DEPARTMENT.</u> Insurance policies that remove or restrict blanket contractual liability located in the "insured contract" definition (as stated in Section V, Number 9, Item f in the ISO CGL policy) so as to limit coverage against claims that arise out of the work, or that remove or modify the "insured contract" exception to the employer's liability exclusion, or that do not cover the additional insured for claims involving injury or employees of the named insured or subcontractors, are not acceptable.</p>	
39	Attachment 8, Contract Insurance Requirements, Page 19 of NYS DOH contract	<p>We respectfully request the following changes to Section IV.B.5: Policy Renewal/Expiration. At least two weeks prior to Within the expiration date of any policy required by this Contract, evidence of renewal or replacement policies of insurance with terms no less favorable to the DEPARTMENT than the expiring policies shall be delivered to the DEPARTMENT in the manner required for service of notice in subsection B.3. Certificates of Insurances/Notices of this Section. If, at any time during the term of this Contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Contract or proof thereof is not provided to the DEPARTMENT, the CONTRACTOR shall immediately cease work under this Contract. The CONTRACTOR shall not resume work under this Contract until authorized to do so by the DEPARTMENT. Any delay, time lost, or additional cost incurred as a result of the CONTRACTOR not having insurance required by this Contract or not providing proof of same in a form reasonably acceptable to the DEPARTMENT shall not give rise to a delay claim or any other claim against the DEPARTMENT. Should the CONTRACTOR fail to provide or maintain any insurance required by this Contract, or proof thereof is not provided to the DEPARTMENT, the DEPARTMENT may withhold further Contract payments, treat such failure as a breach or default of the Contract, and/or, after providing written notice to the CONTRACTOR, require the Surety, if any, to secure appropriate coverage and/or purchase insurance complying with this Contract and charge back such purchase to the CONTRACTOR.</p> <p>Self-Insured Retention/Deductibles. Certificates of Insurance must indicate the applicable deductible/self-insured retentions above \$100,000.00. , which are subject to approval from the</p>	Requests to amend the contract will not be entertained

		<p>DEPARTMENT. Additional surety/security may be required in certain circumstances. The CONTRACTOR shall be solely responsible for all claim expenses and loss payments within the deductible or self-insured retention. If so requested, the Contractor shall provide copies of audited financial statements as evidence of its ability to pay its deductible or self-insured retention.</p>	
40	Attachment 8, Contract Insurance Requirements, Page 20 of NYS DOH contract	<p>We respectfully request the following changes to Section IV.C.1: Workers' Compensation</p> <p>For work to be performed in New York State, the CONTRACTOR shall provide and maintain coverage during the life of this Contract for the benefit of such employees as are required to be covered by the NYS Workers' Compensation Law. The CONTRACTOR shall provide notice to the DEPARTMENT immediately if CONTRACTOR'S Workers' Compensation coverage has lapsed or terminated during the PERIOD of this Contract.</p> <p>Contractor's insurers shall, according to each insurance policy's provisions, provide at least 45 days prior written notice of cancellation or non-renewal.</p> <p>If the Contract involves work on or near a shoreline, a U.S. Longshore and Harbor Workers' Compensation Act and/or Jones Act policy coverage as applicable must be provided. Any waiver of this requirement must be approved by the DEPARTMENT and will only be granted in unique or unusual circumstances.</p> <p>Unless the CONTRACTOR is a political sub-division of New York State, evidence of Workers' Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Commissioner of the Workers' Compensation Board:</p>	Requests to amend the contract will not be entertained
41	Attachment 8, Contract Insurance Requirements, Page 21 of NYS DOH contract	<p>We respectfully request the following changes to Section IV.C.2: Commercial General Liability</p> <p>For work to be performed in New York State, the CONTRACTOR shall provide and maintain Commercial General Liability Insurance (CGL) covering the liability of the CONTRACTOR for bodily injury, property damage, and personal/advertising injury</p>	Requests to amend the contract will not be entertained

arising from ~~all~~ its work and operations under this Contract, using form CG 00 01 ~~12-07~~ or a policy providing equivalent coverage. The limits under such policy shall not be less than the following:

- a. Each Occurrence limit - \$1,000,000
- b. General Aggregate - \$2,000,000
- c. Products/Completed Operations must be equivalent to the "General Aggregate" limit
- d. Personal/Advertising Injury - \$1,000,000
- e. Damage to Rented Premises - \$50,000
- f. Medical Expense - \$5,000

Coverage shall include, if applicable, the following:

Premises **operations** liability;

- a. independent contractors/~~subcontractors;~~
- b. blanket Contractual liability, including tort liability of another assumed in a Contract;
- c. ~~defense and/or indemnification obligations, including obligations assumed under this Contract;~~
- e. cross liability ~~for additional insureds;~~
products/completed operations for a term of no less than 3 years, commencing upon acceptance of the work, as required by this Contract;
- d. ~~explosion, collapse, and underground hazards;~~
- e. ~~CONTRACTOR means and methods;~~
- f. ~~liability resulting from Section 240 or Section 241 of the New York State Labor Law; and~~
- g. Cybersecurity Liability.

The following ISO forms must be endorsed to the policy:

- a. CG 00 01 ~~01-96~~ or an equivalent – Commercial General Liability Coverage

		<p>Form</p> <p>b. <u>CG 20 10 11-85 or an equivalent</u> – Additional Insured-Owner, Lessees or CONTRACTORS (Form B)</p> <p>c. CG 25 03 11 85 or an equivalent – Designated Construction Project(s) general aggregate limit (only required for construction Contracts). N/A</p> <p>Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction Contracts.</p> <p>Policies shall name the State of New York as Additional Insured, and such coverage shall be extended to afford Additional Insured status to those entities during the Products/Completed Operations term.</p> <p>The CGL policy, and any umbrella/excess policies used to meet the “Each Occurrence” limits specified above, must be endorsed to be primary with respects to the coverage afforded the Additional Insureds, and such policy(ies) shall be primary to, and noncontributing with, any other insurance maintained by the DEPARTMENT. Any other insurance maintained by the DEPARTMENT shall be in excess of and shall not contribute with the CONTRACTOR'S or subcontractor's insurance, regardless of the “Other Insurance” clause contained in either party’s policy of insurance.</p>	
42	Attachment 8, Contract Insurance Requirements, Page 22 of NYS DOH contract	<p>We respectfully request the following changes to Section IV.C.4: Commercial Automobile Liability</p> <p>Commercial Auto Liability insurance covering bodily injury and/or property damage liability arising out of the Contractor's use of any motor vehicle in connection with the work, including owned, leased, hired and non-owned vehicles bearing or, under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New York to bear license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least one million dollars and shall name the State of New York as additional insured. The limits may be provided through a</p>	Requests to amend the contract will not be entertained

		combination of primary and umbrella/excess liability policies. If this Contract involves the removal of hazardous waste from the project site or otherwise transporting hazardous materials, pollution liability coverage for covered autos shall be provided by form CA 99 48 03 06 or CA 00 12 03 06 and the Motor Carrier Act Endorsement (MCS90) shall be attached.	
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