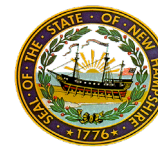




OFFICIAL RESPONSES TO VENDOR QUESTIONS & EXCEPTIONS  
RFP-2024-DPHS-01-BRFSS (DoIT #2024-026)

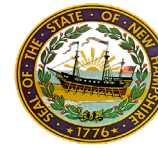
No.	Question	Answer
1.	<p><b>General</b></p> <p>a) What is the source of funding for this project? Is it federal flow-through funding, with supplemental state funds; or exclusively federal funding?</p> <p>b) Are all questions related to software, operating systems, and computing applicable to this RFP?</p> <p>c) Who is the incumbent for this project?</p> <p>d) If the vendor were to leverage a cloud-based commercial off-the-shelf (COTS) solution, is the vendor still required to provide all technical specifications and information for software updates and data center storage?</p> <p>e) Is New Hampshire's maximum number of call attempts to one phone number the same as the CDC's 15 call attempts to one number?</p>	<p>a) Funding is primarily federal, however, the BRFSS program may receive supplemental funding from internal health programs and external organizations to support the addition of optional modules or state added questions.</p> <p>b) Please see Addendum #3. Non-applicable questions have been removed.</p> <p>c) Please see the following link for the current contract: <a href="https://media.sos.nh.gov/govcouncil/2023/0920/027%20GC%20Agenda%20092023.pdf">https://media.sos.nh.gov/govcouncil/2023/0920/027%20GC%20Agenda%20092023.pdf</a></p> <p>d) Yes. The potential Vendor must provide all technical specifications and information for software updates and data center storage. The NH BRFSS may be required to submit the information to CDC in its annual data management plan report.</p> <p>e) Yes. The NH BRFSS adheres to all CDC data collection protocols contained in the CDC annual data collection manual.</p>
2.	<p><b>Section 2, Proposal Submission, Deadline, and Location Instructions, Subsection 2.1., Proposal Submission; and Section 3, Proposal Organization, Content, and Required Items, Subsection 3.1., Proposal Organization, Subsection 3.1.10, Section VII: Price Proposal</b></p> <p>Should responses include two proposals (Section 2.1 references two proposals; a technical and price proposal, to be clearly labeled and submitted separately) or one (Section 2.3 instructs to only submit one proposal)?</p>	<p>Potential Vendors must submit one complete proposal which consists of two parts: (1) the Price Proposal and (2) the Technical Proposal. Each part must be submitted separately in accordance with Section 2.2., Electronic Proposals. The Price Proposal must be submitted as an Attachment (Section VII) and consist of the completed tables listed in the Pricing Appendix.</p>
3.	<p><b>Section 3, Proposal Organization, Content, and Required Items, Subsection 3.1., Proposal Organization, Subsection 3.1.6., Section III: Responses to System Requirements and Deliverables</b></p> <p>Do potential Vendors need to complete the Deliverable Activity Milestone table in the Excel spreadsheet titled "DHHS DoIT IT Requirements Workbook" as well as the one included in Appendix D: Pricing, Subsection 1., Deliverables / Activities / Milestones Pricing, Subsection 1.1?</p>	<p>No. Potential Vendors should only complete the Excel spreadsheet titled "DHHS DoIT IT Requirements Workbook."</p>
4.	<p><b>Section 5, Terms and Conditions Related to the RFP Process, Section 5.5.1., Disclosure of Information Submitted in Response to RFP</b></p> <p>Section 5.5.1 of the RFP notes that: "Vendors must also provide a letter to the person listed as the point of contact for this RFP, identifying the specific page number and section of the information you consider to be confidential, commercial or financial and providing your rationale for each designation."</p> <p>Can the Department confirm where this letter should go in our Technical Proposal? Is it before the Cover Page?</p>	<p>Please include in Section VII: Vendor Attachments</p>
5.	<p><b>Appendix A (formerly Exhibit B): Business / Technical Requirements and Deliverables, Section 1, Statement of Work, Subsection 1.1.2., Advance Notification Letters to Selected Respondents, Subsection 1.1.2.1.1.</b></p>	<p>Yes. All telephone samples (cell and landlines) are provided by the CDC.</p>



No.	Question	Answer
	Will the CDC be providing all cell phone and landline samples for the project and the corresponding mailing information needed for Advance Notification Letters?	
6.	<b>Appendix A (formerly Exhibit B): Business / Technical Requirements and Deliverables, Section 1, Statement of Work, Subsection 1.1.1., Survey Methodology, Subparagraph 1.1.1.1.5.</b>  Will the potential vendor need to perform re-weighted sub-state record level data for the previous year's completed data sets?	Yes.
7.	<b>Appendix A (formerly Exhibit B): Business / Technical Requirements and Deliverables, Section 1, Statement of Work, Subsection 1.1.2., Advance Notification Letters to Selected Respondents, Subparagraph 1.1.2.1.2.</b>  This section indicates that the advance notification letters must be mailed to 30% landline and 30% cellphone respondents each month. However, BRFSS mailings are determined by the number of matched cases provided in the sample. Will the Department require the selected Vendor to mail to all matched cases each month up to 30%?	Yes. Advance notification letters must be mailed to 30% landline and 30% cellphone respondents each month. Per CDC guidance, states will send an advance notification letter to 30% of selected respondents. Therefore, not all selected respondents will receive an advance notification letter through mail.
8.	<b>Appendix A (formerly Exhibit B): Business / Technical Requirements and Deliverables, Section 1, Statement of Work, Subsection 1.1.3., Questionnaire Development.</b>  a) Will the CDC provide a pre-programmed CATI questionnaire for data collection? b) What is the Department's expectations surrounding the pilot testing of the CATI system? Is a field test expected for state added questions?	a) No. CDC does not provide a CATI systems to BRFSS data contractors. b) The selected Vendor must develop a CATI system and pilot test all the core, optional, and state added questions. The expectation of the pilot test is that all skip patterns are operational and correct. The Department expects that the selected Vendor will have the appropriate version of CATI from landlines and cell-phone samples.
9.	<b>Appendix A (formerly Exhibit B): Business / Technical Requirements and Deliverables, Section 1, Statement of Work, Subsection 1.1.4., Data Collection</b>  a) Do the 570 completed monthly surveys only include the BRFSS survey, or are the Asthma Callback surveys for children and adults included in this figure? b) How many Asthma Callback Survey completes should we assume for both child and adult? c) The RFP indicates no fewer than 7,000 interviews to be collected. Can the Department please confirm the sample design split for landline and cell phone completes?	a) No. Asthma Callback surveys are not counted toward the 570 completed monthly BRFSS surveys. b) The number of adult and childhood asthma callbacks are dependent on respondents who are willing to participate in the Asthma callback Survey. c) The proposed NH BRFSS 2024 sampling plan includes 292 completed cells and 292 completed landlines per month. This sampling plan is contingent of funds available from CDC in the NH BRFSS grant application.
10.	<b>Appendix A (formerly Exhibit B): Business / Technical Requirements and Deliverables, Section 4., Background Checks</b>  Will staff be required to complete a background check if their last background check was completed more than five years ago?	Yes.
11.	<b>Appendix A (formerly Exhibit B): Business / Technical Requirements and Deliverables, Section 7., Data Integration and Ingestion</b>  BRFSS data is submitted to states and the CDC monthly at the end of data collection. Is the Department looking to download this data from the CDC portal?	No. The Department is not looking to download the monthly data, however, the Department will want to access the monthly data collected and submitted to CDC to conduct its own quality assurances.



No.	Question	Answer
12.	<p><b>Appendix B (formerly Appendix C): Topics for Mandatory Responses</b></p> <p>a) Could the Department clarify the correct header for the appendices included in this RFP?                      b) Could the Department clarify the correct topics for Table C?                      c) Table C: Topics, Topic 4. Data Import/Export Standards indicates a page limit of 3 – include attachment. Is the attachment included within the 3-page limit?                      d) Table C: Topic 9. Data Quality does not have a page limit listed. What is the page limit for this topic?                      e) Topic 17: Question No. 3 references Deliverables outlined in Appendix B: Business/Technical Requirements and Deliverables). Should this be referencing the statement of work in Exhibit B as part of Appendix A?                      f) Topic 21: Please describe why this type of interfacing needs to be in place? What state systems will be interfaced with contractor systems?                      g) Could the Department clarify if there is a Topic 25?</p>	<p>a) Please see Addendum #3.                      b) Please see Addendum #3.                      c) Yes.                      d) Please see Addendum #3. There is no page limit.                      e) Yes. Please see Addendum #3.                      f) Topic 21 is not applicable, as no state IT systems will be interfaced with contractor systems.                      g) Please see Addendum #3. There is no Topic 25.</p>
13.	<p><b>Appendix B (formerly Appendix C): Topics for Mandatory Responses, Topic 9., Historical Data</b></p> <p>Could the Department confirm if Topic 9 is applicable for this RFP?</p>	<p>Please see Addendum #3. Topic 9 is not applicable for this RFP.</p>
14.	<p><b>Appendix B (formerly Appendix C): Topics for Mandatory Responses, Topic 13., Testing Management</b></p> <p>Could the Department confirm if Topic 13 is applicable for this RFP?</p>	<p>Please see Addendum #3. Topic 13 is not applicable.</p>
15.	<p><b>Appendix B (formerly Appendix C): Topics for Mandatory Responses, Topic 14., Migration Strategy</b></p> <p>Could the Department confirm if Topic 14 is applicable for this RFP?</p>	<p>Please see Addendum #3. Topic 14 is not applicable.</p>
16.	<p><b>Appendix C (formerly Appendix D): Standards for Describing Vendor</b></p> <p>a) The name of the appendix in the header of the page is “Appendix D Standards for Describing Vendor Qualifications” but the name of the appendix below the header on the page is “Appendix C: Standards for Describing Vendor Qualifications.” Please clarify the appendix letter and name for Standards for Describing Vendor.                      b) Can the Department please clarify if there will be any specific Medicaid work or related tasks included in the BRFSS data collection contract?</p>	<p>a) Please see Addendum #3.                      b) Please see Addendum #3. There will be no specific Medicaid work or tasks under this contract.</p>
17.	<p><b>Appendix D (formerly Appendix E): Pricing</b></p> <p>a) The name of the appendix in the header of the page is “Appendix E Pricing” but the name of the appendix below the header on the page is “Appendix D: Pricing.” Please clarify the appendix letter and name.                      b) Can the Department confirm if responses must include all components of Table 1 in the Statement of Work and provided in the pricing form.                      c) Can the vendor propose a unit price for landline, cell phone and asthma callback completes and</p>	<p>a) Please see Addendum #3.                      b) Please see Addendum #3.                      c) Yes. A potential vendor can propose a unit price for landline, cell phone and asthma callback completes and incorporate the costs of items that do pertain to the contract under the “Activity, Deliverable or Milestone” into those rates OR propose other pricing options.                      d) No.</p>



No.	Question	Answer
	incorporate the costs of items that pertain to the contract under the “Activity, Deliverable or Milestone” into those rates? d) Can the vendor lump costs together if the items are addressed in an all encompassed process?	
18.	<p><b>Appendix E (formerly Appendix F): DoIT Infrastructure &amp; Security</b></p> The name of the appendix in the header of the page is “Appendix F DoIT Infrastructure & Security” but the name of the appendix below the header on the page is “Appendix E: DoIT Infrastructure & Security.” Please clarify the appendix letter and name.	Please see Addendum #3.
19.	<p><b>Form Number P-37 Agreement, General Provisions</b></p> Will the Department accept the following revisions to Paragraph 13., Indemnification? <p><b>13. INDEMNIFICATION.</b> The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all <b>third party</b> actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys’ fees, <b>to the extent</b> arising out of <del>or relating to</del> this Agreement directly <del>or indirectly</del> arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of <b>gross</b> negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State’s sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement</p>	No.
20.	<p><b>Form Number P-37 Agreement, General Provisions</b></p> Will the Department accept the following revisions to Paragraph 14., Subsection 14.1.2, Insurance? <p>1.4.1.2. <del>special cause of loss</del> <b>All Risk property insurance covering</b> all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.</p>	The State will consider accepting these changes.
21.	<p><b>Exhibit A: Revisions to Standard Contract Provisions, Section 1.2., Provision 5, Contract Price/Price Limitation/Payment, Subsection 5.5.</b></p> Will the Department accept the following revisions to Exhibit A: Revisions to Standard Contract Provisions, Section 1.2., Provision 5, Contract Price/Price Limitation/Payment, Subsection 5.5.? <p>a. The State’s <b>and Contractor’s</b> liability under this Agreement <del>shall must</del> be limited to monetary damages not to exceed the contract price pursuant to Paragraph 5.2. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.</p>	a. No. b. Yes.



No.	Question	Answer
	b. Subject to applicable laws and regulations, in no event shall either party <del>must the State</del> be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Notwithstanding the foregoing, nothing herein contained must be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State.	