



# Department of Health

**RFP # C041700**

## **Vital Events Integrated System (VEIS)**

*Questions and Answers Posted December 15, 2025*

1.	General	Is there an incumbent, or a company performing similar work on this system? If so, can you share that company?	Yes. LexisNexis VitalChek Network, Inc.
2.	General	Please confirm whether all work, including hosting and data processing, must occur within the continental United States.	Confirmed, all work must be done within the continental United States.
3.	General	Please confirm that there will be no technical demonstrations of vendor's Vital Events system as part of the technical evaluation.	Confirmed.
4.	Section 1.0 Calendar of Event	Based on our experience, responses to written questions can materially affect the nature of a vendor's	See Amendment 1 to this RFP.

		<p>response. Given Q&amp;A are scheduled for on or about November 20, 2025, leaving roughly three weeks before the December 11, 2025, due date, would DOH consider extending the proposal deadline to allow at least four weeks from the final posting of Q&amp;A (or another date you designate)?</p>	
5.	2.2 Important Information	<p>How does the Department request contract redlines or alternative language be proposed?</p>	<p>Per RFP Section 2.2: Any qualifications or exceptions proposed by a Bidder to this RFP should be submitted in writing using the process set forth in Section 5.2 (Questions) prior to the deadline for submission of written questions indicated in Section 1. (Calendar of Events). Any such qualifications or exceptions that are not proposed prior to the deadline for the submission of written questions will not be considered by the Department after contract award. Any amendments the Department makes to the RFP as a result of questions and answers will be publicized on the Department's web site and will be available and applicable to all Bidders equally.</p>
6.	2.2 Important Information Attachment 8 Appendix F	<p>As these may be new terms presented to a bidder and not previously negotiated by the parties can Appendix F be negotiated?</p>	<p>As outlined in the RFP Bidders must submit all exceptions proposed by a Bidder to this RFP should be submitted in writing using the process set forth in Section 5.2 (Questions) prior to the deadline for submission of written questions indicated in Section 1. Any such qualifications or exceptions that are not proposed prior to the deadline for the submission of written questions will not be</p>

			considered by the Department after contract award.
7.	2.2 Important Information Attachment 8 NYSDOHA IX. General Specifications Subsection E. Ownership Clauses Subsection 5.	Will the Department consider adding, “Notwithstanding the foregoing, all source code and any software developed for use in any application software provided to the DEPARTMENT shall exclude any and all pre-existing COTS/ISV software licensed to the DEPARTMENT, to include any customizations developed for the DEPARTMENT. CONTRACTOR shall have the right, at Contractor’s sole discretion, to incorporate customizations, configurations, and derivative works developed for the DEPARTMENT under the Contract into Contractor’s COTS/ISV software.”	Yes.
8.	2.2 Important Information Attachment 8 Appendix F Section E. Data Breach - Required CONTRACTOR Actions Subsection 2	In the first sentence, will the Department consider deleting “and receive authorization from.”	No. The Department must approve any external communications in the event of a data breach.
9.	2.2 Important Information Attachment 8 Appendix F	Will the Department consider deleting the third sentence, “The CONTRACTOR will be responsible	No.

	Section E. Data Breach - Required CONTRACTOR Actions Subsection 5.	for the cost of these services during this period.”	
10.	2.2 Important Information Attachment 8 Appendix F Section O. Return of Data	At the end of the second sentence, will the Department consider adding, “except that (i) CONTRACTOR .will not be required to delete Data stored in back-up/archival storage in accordance with CONTRACTOR’S policies, provided that any such retained Data will continue to be subject to the terms of this Contract until it is returned to DEPARTMENT; and (ii) CONTRACTOR may retain copies of the Data to the extent required to comply with applicable legal and regulatory requirements, provided, however, that such Data remain subject to the terms and conditions herein.”	Yes.
11.	2.2 Important Information Attachment 8 Appendix F Section P. Secure Data Disposal	In the first sentence, will the Department consider deleting, “including all backups.”	Yes.
12.	2.2 Important Information Attachment 8 Appendix F Section P. Secure Data Disposal	In the second sentence, will the Department consider adding, “or equivalent standard, such as NIST 800-88.”	Yes.
13.	2.2 Important Information Attachment 8 Appendix F Section Q. Destruction of Data	Will the Department consider adding, “or equivalent standard such as NIST 800-88.”	Yes.

14.	2.2 Important Information Attachment 8 Appendix F Section T. Business Continuity/Disaster Recovery Operations	At the beginning of the first sentence, will the Department consider adding, "On an annual basis and upon reasonable advance written request,"	Yes.
15.	2.2 Important Information Attachment 8 Appendix F Section V. Warranties Subsection 2. Title and Ownership.	The final sentence states, "CONTRACTOR shall indemnify the DEPARTMENT and hold the DEPARTMENT harmless from any damages and liabilities (including reasonable attorneys' fees and costs) arising from any breach of CONTRACTOR's warranties as set forth herein."  Will the Department consider adding "third-party", "CONTRACTOR shall indemnify the DEPARTMENT and hold the DEPARTMENT harmless from any <b>third-party</b> damages and liabilities (including reasonable attorneys' fees and costs) arising from any breach of CONTRACTOR's warranties as set forth herein."	Yes.
16.	2.2 Important Information Attachment 8 Appendix F Section V. Warranties Subsection 3. Product Warranty.	In the first sentence, will the Department consider striking, "be free from defects in material and workmanship and will"	Yes.
17.	2.2 Important Information Attachment 8 Appendix F	This section states, "The CONTRACTOR represents and warrants that any Licensed Software	No.

	Section V. Warranties Subsection 4. Virus Warranty.	<p>acquired under the Contract by the DEPARTMENT does not contain any known Viruses. CONTRACTOR is not responsible for Viruses introduced at the DEPARTMENT's Site."</p> <p>Will the Department consider adding "knowingly" in the first sentence? "The CONTRACTOR represents and warrants that any Licensed Software acquired under the Contract by the DEPARTMENT does not <b>knowingly</b> contain any known Viruses. CONTRACTOR is not responsible for Viruses introduced at the DEPARTMENT's Site."</p>	
18.	2.2 Important Information Attachment 8 Appendix F Section Y. Escrow of Source Code Subsection 4.	In the first sentence, will the Department consider deleting, "Except as otherwise provided in this Contract,"	Yes.
19.	3.1 Minimum Qualifications	Will the Government accept subcontractor or teaming partner past performance to help satisfy the minimum qualifications?	Per Section 3.1 Minimum Qualifications the experience must be as a prime contractor.
20.	3.1 Minimum Qualifications	Do the Minimum Qualifications in Section 3.1 need to be satisfied solely by the prime contractor, or may combined experience from team members be used to demonstrate compliance?	Per Section 3.1 Minimum Qualifications the experience must be as a prime contractor.
21.	3.1, Minimum Qualifications	Would the Department consider revising or clarifying Mandatory	No.

		<p>Qualification #4 to allow the required experience in high-volume call center operations to be satisfied through a subcontractor or teaming partner? As currently written, limiting all qualifications solely to the prime contractor may substantially narrow the competitive field to only a few eligible vendors. Allowing subcontractor or partner experience to meet this requirement would enhance competition and ensure participation from qualified teams with proven capabilities across all functional areas of the scope of work.</p>	
22.	4.1 C Secure Digital Mailroom	<p>Where is the digital mailroom located? Any requirements for the location of the digital mailroom? Vendor assumes that DOH will be providing the physical location. What hardware does the state require (i.e. printers, scanners, etc.)</p>	<p>Please refer to Amendment 2 to this RFP.</p> <p>The digital mailroom can be located anywhere within the Continental United States.</p> <p>DOH will not be providing a physical location. The bidder will be responsible for the infrastructure to manage and operate a Secure Digital Mailroom as outlined in the RFP Section 4.1.1.1 C. Secure Digital Mailroom.</p>
23.	4.1.2 System Integrations (Page 45)	<p>The system has the capability to integrate with multiple systems/applications - are these integrations that are listed to be included in the proposal? If so,</p>	<p>Please refer to Amendment 2 to this RFP.</p> <p>Less than 10 Legacy applications, some having bidirectional data flows. Additional</p>

		<p>How many Legacy applications are you looking to integrate, and can you give examples of these systems?</p> <p>How many Municipal Registry Systems does the state anticipate need to be integrated into the proposed solution?</p> <p>How many different Coroner and Medical Examiner Case Management Systems are NYS anticipating being integrated into the proposed solution?</p>	<p>system details will be provided during the planning phase of the project.</p> <p>The Department estimates close to 1,000 Municipal Registry Systems.</p> <p>The Department estimates roughly 55 Coroner and Medical Examiner Case Management Systems.</p>
24.	4.1.2. 6.2.4.1.2 System Integrations (Page 45)	Does the Department currently utilize or plan to use a specific enterprise content-management platform (e.g., Documentum, Laserfiche, FileNet, SharePoint) with which the proposed solution must integrate?	<p>Please refer to RFP Amendment 2 to this RFP.</p> <p>Yes, FileNet. The solution should be compatible with any future NYS standard technology offerings.</p>
25.	4.1.2.A. 6.2.4.1.2 System Integrations (Page 45) A. Integration with State-Specific Processes	Please clarify the authentication and authorization requirements for integration with the health commerce system. Is this SAML2.0 or OIDC based? Is an IDP like Okta or Active directory used?	<p>Please refer to Amendment 2 to this RFP.</p> <p>Yes, the Health Commerce System is OIDC based with multifactor authentication.</p>
26.	4.1.3 User Interface and Usability Requirements A. Ease of Use	Would DOH please clarify whether the twelve (12) language requirement applies to (a) the internal staff application, and/or (b) the public online ordering portal?	This requirement is for both.

27.	4.1.3 A. Ease of Use	The system must support translation into the 12 most common non-English languages among New Yorkers, per Census data, to accommodate diverse user populations. DOH-specific online help resources, including FAQs, job aides, tips, and tutorial videos, must be integrated to assist non-technical users in navigating the system effectively. – Is this a requirement for the Registration Management System, Remote Order and Payment processing System, Call Center or all?	This requirement is for all components.
28.	4.1.4 Workflow and Process Automation Requirements. 2nd Paragraph bullet number #6	In Marriage Event are you looking for the system to manage Verification of officiant credentials to confirm eligibility to perform marriages or interface with a NYS system that contains this information?	The system should include functionality to validate that officiants are legally authorized through a verifications process within the system or by referencing authoritative sources.
29.	4.1.8 Project Management (Page 14)	Is there a preferred project management methodology (e.g., Agile, Hybrid, Waterfall) expected for this engagement.	The Department does not have a preferred project management methodology and is flexible with the approach to project management, given it is aligned with best practices and tailored to the specific project requirements.
30.	4.1.8 Project Management (Page 14)	Will the Department require the contractor to use a specific project-tracking or issue-management tool (such as JIRA or Azure DevOps), or may the contractor propose its own?	The Department does not require the use of a specific project tracking or issue management tool. Bidders may propose tools that best suit their workflow.

31.	4.1.12 Solution Architecture and Infrastructure Requirements, C. Server Hosting	Please confirm whether hosting must be in a vendor-owned/operated environment, or whether a vendor-managed deployment in Microsoft Azure or AWS (for example) satisfies the requirement.	The hosting can be in any environment provided it is in compliance with all NYS ITS and Security policies.
32.	4.1.6 Consumer Call Center	Does NYS DOH have call center software to be used or is the bidder expected to provide?	The Department has no specific call center software, and the bidder is expected to provide.
33.	4.1.6 Consumer Call Center	Can the Department provide historical call volume and service levels/metrics (such as average handle time, average speed of answer, average wait time, etc.?). We will need this information to determine staffing needs.	<p>Please refer to Amendment 2 to this RFP.</p> <p>The Department is able to provide historical metrics as follows. Staffing should be planned to provide service going forward in accordance with the New York Experience Call Center Standards established here <a href="https://www.ny.gov/new-york-experience-nyx/call-center-standards">https://www.ny.gov/new-york-experience-nyx/call-center-standards</a>:</p> <p>Average speed of answer: 6 minutes.</p> <p>Average handle time: 9 minutes.</p> <p>Average hold time: 1 minute.</p>
34.	4.1.6 Consumer Call Center	Will the Department be responsible for developing and maintaining resource documentation, such as workflows, job aids, FAQs	The vendor is expected to create and maintain its own operational documentation—such as workflows, scripts, job aids, Frequently Asked Questions (FAQs), and training materials—necessary to support efficient order processing, customer service, and verification.

35.	4.1.6 Consumer Call Center	Does the Department have a knowledge repository for resource documentation?	No.
36.	4.6 Transition	Based on our implementation experience, the proposed 3-month milestones (portal and mail order) and 12-month full replacement timeline appear aggressive for a statewide vital records system. Would DOH consider extended timeframes for each go-live milestone to reduce risk (e.g., phased rollout with longer intervals).	All bidders should submit their cost proposal aligning with the proposed timelines within the RFP.
37.	4.10 Minority & Women-Owned Business Enterprise Requirements (Page35)	Is there a defined maximum percentage of total contract value that may be subcontracted?	No. Please see guidelines outlined in Section 4.10 Minority & Women-Owned Business Enterprise Requirements.
38.	4.10 Minority & Women-Owned Business Enterprise Requirements (Page35)	Please confirm whether subcontractor participation will count toward meeting M/WBE and SDVOB utilization goals under Section 4.10 and 4.11.	Confirmed.
39.	5.9 Intellectual Property	Would DOH please confirm that, as a COTS provider, we may retain ownership of IP while granting DOH a perpetual license to use the solution, with state ownership of data (and source code only if escrow is specifically required)?	Confirmed.
40.	6.1.8 References (Page 40)	Can prior state or federal contracts held by team members (prime or subcontractors) be included as part of	Only prior contracts held by prime contractor should be submitted as references to meet the Minimum Qualifications.

		the experience references required in Section 6.1.8?	
41.	6.2.3 Documentation of Bidder's Eligibility Responsive to Section 3.0 of the RFP	Can the bidder meet some of the requirements of this section thru a 3rd party sub-contractor/partner that the bidder, serving as the prime contractor, would potentially leverage for specific features, functionality or services? An example could be call center or digital mail processing.	No.
42.	6.2.4.1.1 General Vital Records Functionality and System Requirements (Page 43)	Please confirm that the intention of the government is for the contractor to handle hosting and management, regardless of whether the software is actually hosted within a contractor-managed data center or a public cloud like AWS, Azure, or Google.	Yes.
43.	4.1.10 (Page 21) 6.2.4.1.10 System Performance (Page 49)	Please confirm if NYSDOH will allow the use of AI/ML-based document classification or data-capture tools within the secure mailroom workflow, provided all security and audit standards are met.	Please refer to Amendment 2 to this RFP.  Bidders should refer to Standard Terms for Artificial Intelligence Purchases for NYS Office of Information Technology Services at the following link:  <a href="https://its.ny.gov/system/files/documents/2025/04/appendix-c-ai-april-2025_1.pdf">https://its.ny.gov/system/files/documents/2025/04/appendix-c-ai-april-2025_1.pdf</a>
44.	6.2.4.1.10 System Performance (Page 49)	Does data have to reside within the state of New York or United States?	All work must be done within, and data must reside within the continental United States.
45.	6.3 Cost Proposal (Page 54)	Where in the cost proposal would bidders include software license fees for any modules required to deliver	Please refer to Amended Attachment B Cost Proposal.

		the solution in the Scope of Work? There doesn't appear to be a place to itemize this aspect of the solution cost.	All startup costs should be included in Table A.  All reoccurring software license fees should be included in the one all-inclusive yearly price for any corresponding contract period line in Table B (Vital Events Electronic Registration Management System-Maintenance Fees)
46.	6.3 Cost Proposal (Page 54)	Is NYSDOH seeking separate cost schedules for development, maintenance, hosting, and enhancements over the seven-year term?	Yes. Please refer to Amended Attachment B Cost Proposal.
47.	6.3 Cost Proposal (Page 54)	Will cost escalation factors or inflation adjustments be allowed over the life of the contract, and if so, what index (e.g., CPI) will apply?	No.
48.	6.3 Cost Proposal (Page 54)	What is the expected Budget for the term of the project?	The Department does not have an expected budget for the term of the project.
49.	8.4 Cost Evaluation (Page 56)	What is the not to exceed maximum price for the contract?	There is no maximum not to exceed price. See the method of award section 8.0 of this RFP.
50.	8.4 Cost Evaluation (Page 56)	What is the expected Budget for the term of the project?	The Department does not have an expected budget for the term of the project.
51.	6.3 Cost Proposal Table 1 and Table 2	If bidder is proposing a Software as a Service (SaaS) vital events electronic registration system, SaaS fees would be inclusive of maintenance and hosting. We assume it is acceptable	Please refer to Amended Attachment B Cost Proposal.  The portion of the fee related to hosting should be entered under Table C: Vital

		<p>for bidders to provide the SaaS fees in one of the tables and note that those fees include both maintenance and hosting costs.</p>	<p>Events Electronic Registration Management System- Hosting Fees.</p> <p>The part of the fee related to maintenance should be captured in Table B: Vital Events Electronic Registration Management System- Maintenance Fees.</p> <p>Each maintenance or hosting fee provided must be incorporated in the bid price for the corresponding contract period. Bidders must complete the Amended Attachment B Cost Proposal as directed without additional comment or notes.</p>
52.	7.0 Proposal Submission #8	<p>Our response will be as condensed and concise as possible, but to effectively answer the requirements, our response will well exceed the recommended 30 pages. Will there be a penalty for lengthy bids?</p>	<p>Respondents will not be penalized for submitting proposals exceeding 30 pages. Marketing brochures, user manuals or other materials beyond that sufficient to present a complete Bid, are not desired and will not be reviewed or evaluated. Elaborate artwork or expensive paper is not necessary or desired.</p>
53.	7. 0 Proposal Submission	<p>Would DOH please clarify the phrase “open and permission password protected” for the three PDF submissions? Does this require two versions of each PDF (one open/unlocked and one permissions-protected)?</p>	<p>The bidder should submit three separate, searchable and password protected PDF submissions as outlined in section 7.0.</p>
54.	7. 0 Proposal Submission	<p>Instruction #8 of Section 7.0 8. states: The Department discourages overly lengthy Bid, greater than thirty (30) pages. Therefore, marketing</p>	<p>Respondents will not be penalized for submitting proposals exceeding 30 pages. Marketing brochures, user manuals or other materials beyond that sufficient to present a</p>

		<p>brochures, user manuals or other materials beyond that sufficient to present a complete Bid, are not desired and will not be reviewed or evaluated. Elaborate artwork or expensive paper is not necessary or desired. In order for the Department to evaluate bids fairly and completely, all Bids should follow the format described in this RFP and provide all requested information and no extraneous or additional information or material.</p> <p>Given there are over 200 requirements in the Technical Proposal, it would be nearly impossible to respond within 30 pages or less. We believe that the Department should expect well beyond 30 pages for the Technical Responses received by vendors. Vendor understands that excessive marketing materials, etc. would not be evaluated. Can the Department amend or remove the 30-page requirement?</p>	<p>complete Bid, are not desired and will not be reviewed or evaluated. Elaborate artwork or expensive paper is not necessary or desired.</p>
55.	8.3 Technical Evaluation	<p>The formula to calculate is listed as <math>Z = (X/Y) * 70\%</math>  The correct formula would be <math>Z = (X/Y) * 70</math>  As (X/Y) is the percentage of the 70 points available, not 70% of the of that number. For example, if the average technical score of the proposal being scored is 50 and the</p>	<p>Please refer to Amendment 2 to this RFP.</p>

		highest technical score is 62. The points earned would be $(50/62) * 70 = 56.45$ points earned. Can the Department correct the formula.	
56.	8.4 Cost Proposal	The formula to calculate is listed as $C = (A/B)*30\%$ The correct formula would be $C = (A/B) * 30$ Following the logic noted above in the technical scoring, can the Department correct the formula.	Please refer to Amendment 2 to this RFP.
57.	Miscellaneous/Consultant Services, Appendix A: Standard Clauses for New York State Contracts, 9. SET-OFF RIGHTS	Vendor is requesting to revise this provision. Vendor agrees that the State may exercise its right of set off with respect to any contract pertaining to the same facility or project. Vendor would like to avoid a non-payment situation for an independent, unrelated contract where Vendor is performing its obligations, and incurring costs to provide those services.	The Department is unable to agree to modify any of the terms of Appendix A, which must be accepted by all Bidders without change if the awarded Contract is to be approved by the Department's "control agencies." See RFP, Section 2.2 (Important Information), second paragraph, first sentence.
58.	New York State Department of Health Contract, Section III. Term and Termination, B.	Vendor is requesting the second half of this section B be mutual – both parties should have the ability to terminate the contract for the other party's breach.	The Department could consider upon award amending Section III. C. of the New York State Department of Health Appendix (the Appendix) to make the right to terminate the Contract for cause be reciprocal.
59.	New York State Department of Health Contract, Section III. Term and Termination, E.	Please remove requirement for Contractor responsibility for cost of work being completed by a	The Department would be agreeable to modification of subsection E in the best interest of the State.

		<p>replacement Contractor. Vendor's are proposing a SaaS COTS solution of which vendor has ownership. Replacement contractors would not be applicable. Vendor is requesting to remove the last three and a half lines (beginning on line 10 of the paragraph, immediately following the semicolon) of this subsection E. Contractor does not agree to pay for a replacement contractor.</p>	
60.	New York State Department of Health Contract, Section III. Term and Termination, E.-	Vendor is requesting this termination for convenience in subsection E be modified to include a requirement that Vendor must be paid for all services rendered software delivered up and to the date of termination.	The Department declines to revise this language.
61.	New York State Department of Health Contract, Section III. Term and Termination, G. Provisions Upon Default, 1 & 2-	Vendor is requesting Paragraphs G. 1. and 2. be removed. There is already a termination for cause provision in Section III. B. and these provisions contradict the provisions within Section III B.	The Department declines to remove this language.
62.	New York State Department of Health Contract, Section IX. General Specifications, A.	Vendor is requesting this provision be altered to state that the work shall be completed according to the applicable and agreed upon Scope of Work (SOW).	The Department could agree with the successful Bidder, upon request, to modify Section IX. A. to refer to the commencement, prosecution to completion, and performance of the work provided for in Appendix C.
63.	New York State Department of Health Contract, Section IX. General Specifications, E. Ownership Clauses	Vendor is requesting Section IX E be deleted in its entirety. Vendor is a software company and cannot agree	The Department can agree to delete paragraphs 1. And 5. Of Section IX. E.

		to transfer of IP ownership. This is not a work for hire contract.	
64.	New York State Department of Health Contract, Section IX. General Specifications, G. Date/Time Warranty	Vendor is requesting this Section IX G be deleted in its entirety. Vendors provide appropriate, industry standard warranties as part of their software license agreements that should be included in the contract.	The Department could consider upon award to modify, or delete, Section IX. G. Date/Time Warranty, based upon the alternative "appropriate, industry-standard warranty/ies" included in a successful Bidder's software license, or otherwise. It would be premature to agree to the requested change without alternative text to consider.
65.	New York State Department of Health Contract, Section IX. General Specifications, I. On-Going Responsibility, 2 and 3	We are requesting Section IX, I. Paragraphs 2. and 3. be deleted in their entirety. The NYS DOH Contract already includes termination for cause provisions.	The Department declines to remove this language.
66.	New York State Department of Health Contract, Section IX. General Specifications, J. Indemnification	Vendor is requesting this Section IX J be limited to third party claims as that is the standard for indemnification.	The Department can agree to that clarification of the intended language and meaning of Section IX. J.
67.	New York State Department of Health Contract, Section IX. General Specifications, K. Indemnification Relating to the Third-Party Rights	Vendor is requesting this Section IX K be deleted. Vendors have industry standard IP Infringement Indemnification provisions as part of vendor software license agreements.	The Department could consider to modify, or delete, Section IX. General Specifications K. Indemnification Relating to the Third-Party Rights, based upon the alternative "industry standard IP Infringement Indemnification provisions" included in a successful Bidder's software license agreement, or otherwise. It would be premature to agree to the requested change without alternative text to consider.

68.	New York State Department of Health Contract, Section IX. General Specifications, L. Force Majeure, 4	Vendor is requesting this Section IX. L. 4. be deleted. The contract provides for termination due to non-appropriation of funds. This broad right to reduce pricing or change terms does not appear to be applicable to a commercial software vendor.	The Department declines to remove this language.
69.	New York State Department of Health Contract, Appendix M, I. General Provisions	Vendor is requesting removal of withholding of funds and liquidated damages from the list of remedies in Paragraph C. Vendors are providing a commercial SaaS solution and strive to meet all applicable NYS requirements as related to MWBE enterprises. Vendor does not agree to these types of remedies in contracts.	The Department declines to remove this language.
70.	New York State Department of Health Contract, Appendix M, VII. Liquidated Damages	Vendor is requesting removal of this Section VII. Vendors are providing a commercial SaaS solution and strive to meet all applicable NYS requirements as related to MWBE enterprises. Vendor does not agree to these types of remedies in contracts.	The Department declines to remove this language.
71.	New York State Department of Health Contract, Appendix M, VII. Liquidated Damages	Vendor is requesting the cure period be required instead of optional in the event the material breach is curable and request the standard for breach	The Department reserves the right to negotiate with the successful bidder in the best interest of the State.

		be in Department's reasonable discretion.	
72.	New York State Department of Health Contract, Appendix H, Federal Health Insurance Portability and Accountability Act Business Associate Agreement, V. Violations, B	Vendor requests the ability to negotiate the terms in this paragraph B. As written, this would provide broad unlimited liability in the contract. We request the ability to revise to reflect a fair liability profile for both parties.	The Department reserves the right to negotiate with the successful Bidder in the best interest of the State.
73.	New York State Department of Health RFP # C041700 Vital Events Integrated System (VEIS) Document, Section 5.9 Intellectual Property	Vendor is requesting Section 5.9 be removed. Vendor is providing a SaaS COTS solution and does not agree to transfer ownership of any work product, services or IP. This is not a work for hire contract. Vendor is a service provider of a SaaS solution and must maintain all IP ownership and rights	The Department declines to remove this language.
74.	Additional Terms	Vendor requests vendor's software license agreement be included in the contract, specifically but not limited to the following areas: software licensing terms, warranties, limitation of liability, IP Infringement-. These terms are standard for most vendor software licensing contracts and should be included.	The Department reserves the right to negotiate with the successful Bidder in the best interest of the State, in consultation with the State's Office of Information Technology Services. Bidder MAY include with its Bid the Bidder's software license agreement. The bidder must be aware that those terms will be negotiated as a part of a competitive procurement and must be consistent with the terms of the RFP, including Appendix A, in order to be considered responsive.