



Department of Health

RFP #C042225

Registry Software (EMS and Trauma)

AMENDED Questions and Answers Posted September 30, 2025

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| 1. | | We leverage an extensible platform that supports numerous use cases, including those in the healthcare domain. To confirm the suitability of our solution to your requirements, could you please specify the core workflows that need to be supported? | All of the required workflows that must be supported are detailed in RFP Section 4.1 |
| 2. | | Will there be a pre-bid conference scheduled? | No. |
| 3. | | Is there a current incumbent for this contract? | Yes. |
| 4. | | What is the MBE (Minority Business Enterprise) participation requirement or allocation? | The MBE participation goal is 15%. See Section 4.10 of the RFP for further information. |
| 5. | Attachment 7 "Bidder's Certified Statements" | A bidder is unable to sign the Attachment 7 without our exceptions as submitted herein considered and negotiated. | A responsive Bidder must complete, execute and submit Attachment 7 "Bidder's Certified Statements." The Department reserves the right to negotiate with the successful Bidder in the best interest of the State. |
| 6. | Attachment 8 "New York State Department of Health Appendix Section II(B)" | We request invoicing be submitted quarterly in advance as this is a SaaS / subscription purchase. | There are no advance payments allowed in this contract. Payment will be made upon completion of work. |

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| 7. | Attachment 8 "New York State Department of Health Appendix Section III(C) | We request the opportunity to cure any failure to comply with the terms and conditions of this contract before termination occurs. | The Department reserves the right to negotiate with the successful Bidder in the best interest of the State. In an appropriate case, this could include allowing the Contractor an appropriate opportunity to cure certain defaults in performance or compliance, which are susceptible to cure, in the discretion of the Department. |
| 8. | Attachment 8 "New York State Department of Health Appendix Section III(E) | As this is a subscription purchase to use our software solutions, we ask that the last portion of this section be removed wherein we would be liable to the Department for excess costs incurred should we not be able to perform. The Department is not purchasing services. | The Department would consider this modification of the language of III.E: "...the DEPARTMENT shall have the right to terminate this Contract and to arrange for the procurement of an alternative SaaS solution acceptable to the DEPARTMENT. If the cost of the alternative SaaS solution exceeds the amount payable under this Contract for the balance of the Contract Term, CONTRACTOR shall be liable to the DEPARTMENT for the amount of such additional cost." |
| 9. | Attachment 8 "New York State Department of Health Appendix Section III(E) | Termination for convenience clauses are not common for subscription purchases to use software. We ask that this provision be removed from the contract. | The Department declines to delete Section III.E. |
| 10. | Attachment 8 "New York State Department of Health Appendix Section III(G) | We request the opportunity to cure any failure to comply with the terms and conditions of this contract before termination occurs. | See response to Question 7. |
| 11. | Attachment 8 "New York State Department of Health Appendix Section IX(E) | This is a purchase of a subscription to use our software solutions; this is not a work for hire contract. The source code of our existing solutions / software will remain the property of the bidder. | The Department agrees that this is not a "work for hire" contract and that Section IX.E is inapplicable to this procurement. |
| 12. | Attachment 8 "New York State Department of Health Appendix Section IX(F) | We request this provision be mutual in nature so to protect both parties' confidential information. | The Department would agree to make Section IX.F Confidentiality Clause reciprocal. |
| 13. | Attachment 8 "New York State Department of Health Appendix Section IX(H) | We request the opportunity to cure any allegations of non-responsibility before termination occurs. | See Attachment 8, New York State Department of Health Appendix, Section IX.H.3. |
| 14. | Attachment 8 Appendix M | The bidder will be requesting a waiver of the MWBE requirements as outlined in this RFP. We will not be completing this Appendix M. | As no question is posed, there is nothing for the Department to respond to. |

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| 15. | Attachment 8 "Appendix H – BAA" Section V(B) | Please remove the indemnification language from this BAA. Indemnification is addressed in the main body of the contract. The bidder will not indemnify a customer for a data breach. | The Department declines to remove this language. |
| 16. | Attachment 8 "Appendix F – Technology Terms and Conditions" Section E(5) | The State has other remedies available to it. Our solutions are proprietary to the bidder. No other vendor can provide the bidder's solutions. We ask that this provision be removed. | The Department declines to remove this provision. |
| 17. | Attachment 8 "Appendix F – Technology Terms and Conditions" Section G | The State has the ability to export its data at any point in time during the contract. The import of data from other Contractors may not be available. We would need to discuss this further to understand the State's need. | The Department reserves the right to negotiate with the successful Bidder in the best interest of the State. |
| 18. | Attachment 8 "Appendix F – Technology Terms and Conditions" Section H | The bidder requests the ability to conduct an annual audit of State's use of the software. In the event such audit shows increased usage beyond what is contracted, The bidder will provide 30 days' notice of an increase in fees related to such increased usage. This audit would be conducted in advance of the annual renewal. | The Department reserves the right to negotiate with the successful Bidder in the best interest of the State. |
| 19. | Attachment 8 "Appendix F – Technology Terms and Conditions" Section J | We ask that the following language be added to this provision: Department hereby authorizes the bidder to transmit Department's Data to an end point as is required by the software in order for it to function as intended. | The Department declines to add the requested language. |
| 20. | Attachment 8 "Appendix F – Technology Terms and Conditions" Section M | Please delete this section in its entirety. | The Department declines to delete this section. |
| 21. | Attachment 8 "Appendix F – Technology Terms and Conditions" Section N | We are happy to host your data for an addition 90 days post termination; however, that does come at a cost. It cannot be at no charge. | This cost should be incorporated into the rates/bids. |
| 22. | Attachment 8 "Appendix F – Technology Terms and Conditions" Section R | The bidder's employees undergo a background check on at least an annual basis. We will not accommodate additional background checks as requested by the Department at no additional cost. Please remove this section or revise to reflect that we will continue to have our employees undergo annual background checks. | This cost should be incorporated into the rates/bids. If the annual checks already conducted by the Contractor are adequate in type and scope and sufficiently recent to satisfy the Department, those should be acceptable without duplication. |

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| 23. | Attachment 8 "Appendix F – Technology Terms and Conditions" Section W | The bidder does not sell licenses of our solutions. Rather, we sell subscriptions to use our software. This section will need to be edited accordingly. | The Department reserves the right to negotiate with the successful Bidder in the best interest of the State. |
| 24. | Attachment 8 "Appendix F – Technology Terms and Conditions" Section Y | <p>The bidder requests the following language be used in lieu of your proposed language around the escrow of source code:</p> <p>In the event the Contractor develops custom made software, a complete copy of the most current version of the software source code, with internal documentation, shall be placed in an escrow account that will be made available to the Agency. In the event the Contractor provides the Agency with a proprietary software package, the software will be provided to the Agency for the sole purpose of maintaining the license use of Contractor's software at Agency's location at the time of the issuance of the license. In the event the Contractor becomes insolvent, goes out of business or ceases to support the software, Contractor agrees to transfer the rights to the source code, either custom or proprietary, to the Agency in order for the Agency to continue to support the software.</p> | 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. |
| 25. | | <p>The bidder requests the following provisions be included in any resulting contract between the parties:</p> <p>No Competitive Access. Customer may not access the Services for competitive purposes or if Customer is a competitor of the bidder.</p> | The Department reserves the right to negotiate with the successful Bidder in the best interest of the State; however, the proposed addition does not seem applicable to this procurement by the Department. |
| 26. | | <p>The bidder requests the following provisions be included in any resulting contract between the parties:</p> <p>Safeguards. The bidder will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer). The bidder's compliance with such safeguards shall be deemed compliance with the bidder's obligations to protect Customer Data as set forth in the Agreement</p> | The Department wouldn't object to the inclusion of the "Safeguards" language included in this question, however, that language would supplement but not replace or take precedence over the terms of Appendix H which address the same issue of protection for the security, confidentiality, and integrity of personally-identifiable information or other data of the Department. The Department reserves the right to negotiate in the best interests of the State. |

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| 27. | | <p>The bidder requests the following provisions be included in any resulting contract between the parties:</p> <p>LIMITATION OF LIABILITY</p> <p>A - EXCLUSION OF DAMAGES.</p> <p>UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) SHALL EITHER PARTY TO THIS AGREEMENT, OR THEIR RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS, BE LIABLE TO THE OTHER PARTY OR ITS AFFILIATES FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA (WHERE SUCH DATA IS LOST IN THE COURSE OF TRANSMISSION VIA CUSTOMER’S SYSTEMS OR OVER THE INTERNET THROUGH NO FAULT OF THE BIDDER), BUSINESS INTERRUPTION, LOSS OF GOODWILL, COSTS OF COVER OR REPLACEMENT, OR FOR ANY OTHER TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR FOR ANY OTHER INDIRECT LOSS OR DAMAGES INCURRED BY THE OTHER PARTY OR ITS AFFILIATES IN CONNECTION WITH THIS AGREEMENT, THE SERVICES OR PROFESSIONAL SERVICES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.</p> <p>B - LIMITATION OF LIABILITY.</p> <p>NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, THE BIDDER’S AGGREGATE LIABILITY TO THE CUSTOMER ARISING OUT OF THIS AGREEMENT, THE</p> | <p>A – The Department reserves the right to negotiate the terms of the final awarded Contract with the successful Bidder, but would decline to accept paragraphs B, C and D as proposed. With respect to the text of the proposed paragraph A, <i>see also</i>, the Answer to Question 9.</p> |

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| | | <p>SERVICES OR PROFESSIONAL SERVICES, SHALL IN NO EVENT EXCEED THE SUBSCRIPTION CHARGES AND/OR PROFESSIONAL SERVICES FEES PAID BY THE CUSTOMER DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE ESSENTIAL PURPOSE OF THIS SECTION 13.2 IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE SUBSCRIPTION CHARGES AND PROFESSIONAL SERVICES FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF THE BIDDER WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. THE BIDDER HAS RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE CUSTOMER WITH THE RIGHTS TO ACCESS AND USE THE SERVICES AND/OR THE PROFESSIONAL SERVICES PROVIDED FOR IN THIS AGREEMENT. THE LIMITATIONS SET FORTH IN SECTION 13.2 SHALL NOT APPLY TO CLAIMS OR DAMAGES RESULTING FROM THE BIDDER'S INDEMNITY OBLIGATIONS IN SECTION 12.1 OF THIS AGREEMENT.</p> <p>C - LIMITATION OF LIABILITY IN THE AGGREGATE.</p> <p>THE LIMITATION OF LIABILITY PROVIDED FOR HEREIN APPLIES IN AGGREGATE TO ANY AND ALL CLAIMS BY CUSTOMER AND ITS AFFILIATES, AND SHALL NOT BE CUMULATIVE.</p> <p>D - Enforceable against the bidder.</p> <p>Any claims or damages that Customer may have against the bidder shall only be enforceable against the bidder and not any other entity, nor any officers, directors, representatives or agents of the bidder.</p> | |

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| 28. | | <p>ImageTrend requests the following provisions be included in any resulting contract between the parties:</p> <p>SERVICE LEVEL AGREEMENT. ImageTrend will use commercially reasonable efforts to make the Services available pursuant to the Service Level Agreement which is located at https://www.imagetrend.com/legal/sla.</p> | <p>The Department acknowledges the Bidder's SLA referred to in this Question. If a Bidder includes a Service Level Agreement in its Proposal submitted in response to this RFP, that Agreement will be included in Appendix C (Proposal) to the Contract entered into between the Department and Bidder, IF it is the successful Bidder AND will be subject to review and successful negotiation between The Department and successful Bidder.</p> |
| 29. | 4.0 Scope of Work | <p>4.1.1 Data Repository B.I,a & b "Legacy Electronic Data: a) The Contractor must load all legacy data from the existing contracted databases (provided by Image Trend, LLC.®) into the solution, unless excepted by the Department. Exceptions must be retained by the Contractor in its database and available for the solution's reporting system. b) The Department estimates that at the time of contract signing: A. Approximately 21,000,000 NEMSIS 2 Records B. Approximately 25,500,000 NEMSIS 3 Records C. Approximately 550,000 Trauma Records"</p> <p>Please clarify the expected format and structure of legacy NEMSIS version 2.x data to be provided for migration. Specifically, will individual incident-level records be made available, and if so, in what file format(s) (e.g., XML, CSV, JSON)? Will these records follow the original NEMSIS 2.x schema or a transformed extract?</p> | <p>The expected format and structure is NEMSIS 2.2.1 NEMSIS 3.4.0 & NEMSIS 3.5.0</p> <p>The file format individual incident-level records would be made available in XML.</p> <p>These records will follow the original schema.</p> |
| 30. | 4.0 Scope of Work AND 6.2 Technical Proposal | <p>4.0 Para 3 "Bidders will be requested to provide responses that address all of the requirements of this RFP as part of its Technical Proposal" and 4.6 AND 6.2. Para 2-3 and 6.2.4 (all)</p> <p>The Technical Proposal Narrative requests information related to Scope of Work requirements 4.1 – 4.4 inclusive. Please indicate if the bidder is required to respond to Scope</p> | <p>Please see Amendment #1 and the revised Attachment B – Cost Proposal: Request for Proposals: Registry Software (EMS and Trauma)</p> |

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| | | <p>of Work requirements 4.5 – 4.11 in the Technical Proposal. If yes, please confirm the format and order will mimic those of 4.1-4.4. If no, please indicate where bidder should respond to Scope of Work section 4.6, which requires bidders to submit an implementation plan as part of the Technical Proposal.</p> | |
| 31. | Attachment 8 III. Term and Termination. Section E | <p>The bidder requests to strike the following from this section as this is not applicable to a SaaS agreement:</p> <p>E. The DEPARTMENT reserves the right to stop the work being performed under this Contract at any time that the DEPARTMENT deems the CONTRACTOR to be unwilling or unable to perform the work to the satisfaction of the DEPARTMENT. In the event of such cessation of work, and where the CONTRACTOR has been afforded an opportunity to cure its inability to adequately perform within a reasonable time as specified by the DEPARTMENT, but not to exceed 30 days, and the CONTRACTOR has failed to remedy such defect of performance to the satisfaction of the DEPARTMENT, the DEPARTMENT shall have the right to terminate this Contract and to arrange for the completion of the work in such manner as the DEPARTMENT may deem advisable; and if the cost of having the work completed by a replacement CONTRACTOR exceeds the amount of the initially awarded Contract, the CONTRACTOR and its surety shall be liable to the DEPARTMENT for any excess cost on account thereof.</p> | Please see response to Question #8. |
| 32. | Attachment 8 IX. General Specifications. Section E(5) | <p>The bidder requests to strike this section in its entirety as the bidder is a modern highly configurable COTS SaaS solution. Any and all software and source code developed by the bidder must remain the intellectual property of the bidder. Any materials such as training videos, documentation, etc. that are made specific to the department can be owned by the department.</p> | Please see response to Question #11. |
| 33. | Attachment 8 Appendix F. Technology Terms and Conditions. Definitions. | <p>The bidder requests to revise the definition of Product as noted below:</p> <p>“Product” shall mean Deliverables furnished under this Contract by or through Contractor, including Cloud Solution,</p> | The Department declines this change. |

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| | | existing and custom Products, including, but not limited to: a) components of the hardware environment , b) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings), whether printed in hard copy or maintained on diskette, CD, DVD or other electronic media c) third Party software, d) modifications, customizations, custom programs, program listings, programming tools, data, modules, components, and e) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, Source Code , object code). | |
| 34. | Attachment 8 Appendix F. Technology Terms and Conditions. Definitions. | The bidder requests to revise the definition of System as noted below: "System" shall mean the complete collection of Hardware , Software and Services as described in the resulting Contract, integrated and functioning together, and performing in accordance with the Contract. | The Department declines this change. |
| 35. | Attachment 8 Appendix F. Technology Terms and Conditions. Section E(5) | The bidder requests to strike the following from this section: 5. Take corrective action in the timeframe required by the DEPARTMENT. If CONTRACTOR is unable complete the corrective action within the required timeframe the DEPARTMENT may Contract with a third Party to provide the required services until corrective actions and services resume in a manner acceptable to the DEPARTMENT, or until the DEPARTMENT has completed a new procurement for a replacement service system. The CONTRACTOR will be responsible for the cost of these services during this period Nothing herein shall in any way (a) impair the authority of the Office of the Attorney General to bring an action against CONTRACTOR to enforce the provisions of the New York State Information Security Breach Notification Act (ISBNA) or (b) limit CONTRACTOR'S liability for any violations of the ISBNA or any other applicable statutes, rules or regulations. | The Department declines to remove this sentence. |
| 36. | Attachment 8 Appendix F. Technology Terms and Conditions. Section W | The bidder requests to strike the following from this section: W. Ownership/Title to Project Deliverables | Please see answer to Question #23. |

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| | | <p>Title and ownership to software delivered by CONTRACTOR under the Contract that is normally commercially distributed on a license basis by the CONTRACTOR or other independent software vendor proprietary owner Product, whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with CONTRACTOR or the proprietary owner of other independent software vendor(s) ("ISV"). Effective upon acceptance, such Product shall be licensed to the DEPARTMENT in accordance with the CONTRACTOR or ISV owner's standard license CONTRACT, provided, however, that such standard license, must during the term of this Contract, at a minimum, grant the DEPARTMENT a non-exclusive license to use, execute, reproduce, display, perform, adapt (unless CONTRACTOR advises the DEPARTMENT as part of CONTRACTOR'S proposal that adaptation will violate existing contracts or statutes and CONTRACTOR demonstrates such to the DEPARTMENT'S satisfaction).</p> | |
| 37. | Attachment 8 Appendix F. Technology Terms and Conditions. Section Y | The bidder requests to strike this section in its entirety as the bidder is a modern SaaS solution with enterprise data security and infrastructure best practice. | Please see answer to Question #24. |
| 38. | Attachment 8 Appendix F. Technology Terms and Conditions. | <p>The bidder requests to add the following language to the Technology Terms and Conditions:</p> <p>Customer Equipment and Technical Requirements. The DEPARTMENT shall obtain and maintain, at its own expense, computers, operating systems, Internet browsers, tablets, phones, telecommunications equipment, third-party application services and other equipment and software ("Equipment") required for the DEPARTMENT to access and use the Service (the Service being accessible to users through standard Internet browsers subject to third party network availability and signal strength). CONTRACTOR shall not be responsible for any problem, error or malfunction relating to the Service resulting from DEPARTMENT error, data entry errors or malfeasance by the DEPARTMENT or any third party, or the performance or failure of Equipment or any telecommunications service, cellular or Wi-Fi network,</p> | <p>The Department acknowledges that the Department should only be responsible for our own devices, network, and the contracted vendor's services.</p> <p>The Department would consider the following language acceptable:</p> <p>The DEPARTMENT shall obtain and maintain, at its own expense, reasonable end-user computing devices and Internet access required for the DEPARTMENT to access and use the Service (the Service being accessible to users through standard Internet browsers). CONTRACTOR shall not be responsible for any problem, error, or malfunction related to the Service resulting</p> |

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| | | Internet connection, Internet service provider, or any other third-party communications provider, or any other failure or problem not attributable to First Due ("Technical Problems"). | from DEPARTMENT technical error, or malfeasance by the DEPARTMENT or any third party contracted with the Department. |
| 39. | Attachment 8 Appendix F. Technology Terms and Conditions. | <p>The bidder requests to add the following language to the Technology Terms and Conditions:</p> <p>Intellectual Property and Data Rights. CONTRACTOR owns and shall retain all right, title, and interest in and to the Service, all components thereof, including without limitation all related applications, APIs, user interface designs, software and source code (which shall further include without limitation any and all source code furnished by CONTRACTOR to the DEPARTMENT in connection with the delivery or performance of any services hereunder) and any and all future enhancements or modifications thereto howsoever made and all intellectual property rights therein but not Data furnished by the DEPARTMENT. Except as expressly provided in this Agreement or as otherwise authorized in advance in writing by CONTRACTOR, the DEPARTMENT and DEPARTMENT Users shall not copy, distribute, license, reproduce, decompile, disassemble, reverse engineer, publish, modify, or create derivative works from, the Service; provided, however, that nothing herein shall restrict the DEPARTMENT'S use of the Data that the DEPARTMENT has provided.</p> | Please see the response to Question #24. |
| 40. | Attachment 8 Appendix F. Technology Terms and Conditions. | <p>The bidder requests to add the following language to the Technology Terms and Conditions:</p> <p>Service Levels and Support Obligations. CONTRACTOR will provide the Service on a 24X7X365 basis with an uptime guarantee of 99.5% availability excluding scheduled maintenance. CONTRACTOR will respond to DEPARTMENT and provide Initial Responses, Temporary Resolutions and Final Resolutions in accordance with the time requirements set forth in the table below.</p> | Incident Management is detailed in Section 4.4.3. |

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| | | Severity Level: | Vendor's Initial Response will be provided within: | Vendor's Temporary Resolution will be provided within: | Vendor's Final Resolution will be provided within: | |
| | | 1: Mission Critical – Software is down /undiagnosed but feared critical; situation may require a restore and Software use is suspended until a diagnosis is given | 60 minutes from receipt of initial notice from the Customer, or discovery, of the error | 24 hours from receipt of initial notice from the Customer, or discovery, of the error | 2 days from receipt of initial notice from the Customer, or error discovery | |
| | | 2: Critical Issue – Software is not down, but operations are negatively impacted | 2 hours from receipt of initial notice from the Customer, or discovery, of the error | 48 hours from receipt of initial notice from the Customer, or discovery, of the error | 2 days from receipt of initial notice from the Customer, or error discovery | |

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| | | 3: Non-Critical Issue | 4 hours from receipt of initial notice from the Customer, or discovery, of the error | 3 days from receipt of initial notice from the Customer, or discovery, of the error | 15 days from receipt of initial notice from the Customer, or error discovery | |
| 41. | | Will NYS accept the bidder's SOW as an attachment to the final contract? | | | | The successful bidder's Administrative, Technical and Cost Proposals shall be included in the final contract, as Appendix C. |
| 42. | 4.3 Reporting | <p>4.3.2 E. VIII. "The solution must have the capability to export data to third-party software as requested by the Department. "</p> <p>Will the awarded contractor be required to send state EMS data to BioSpatial by ImageTrend?</p> | | | | The Department will expect the awarded contractor to export State EMS data to any vendor, government body or third-party software selected by the Department. |