



Department of Health

RFP # C042783

**Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) – Training Services for the
Bureau of Supplemental Food Programs**

Questions and Answers Posted July 15, 2026

Question #	Corresponding RFP Section	Question	Answer
1.	General Question	Is this a re-compete of an existing contract? If so, please share the current contractor, contract number, and term dates.	This Request for Proposals (RFP) will result in a new contract. RFP # 20046 resulted in a contract, contract # C037280 with Cikatelli Associates Inc for the contract term 6/1/2022 to 5/31/2027.
2.	General Question	What expectations exist around interactivity levels for self-paced modules (e.g., basic vs. advanced simulation or scenario-based learning)?	Requirements for self-paced modules are outlined in RFP Section 4.2.1. Examples of current interactivity levels of self-paced modules are provided in Attachment D (Bidders Library) as a guide.
3.	General Question	How much flexibility does the vendor have to recommend new or blended learning approaches beyond those explicitly listed?	Curriculum development and delivery must adhere to the requirements stated in RFP Section 4.2.1
4.	General Question	Are there existing evaluation frameworks (e.g., Kirkpatrick levels, competency assessments) that bidders should align to?	There are no existing evaluation frameworks that bidders should align to.
5.	General Question	Can the Department clarify expectations for multilingual training delivery, including required languages, scope of translation, and whether this applies to all modalities?	Trainings must be in the English language. Translation and training delivery in other languages is not required.
6.	General Question	Can you clarify ownership and approval workflows for content (state vs. vendor responsibilities)?	Work product ownership is stated in RFP Section 5.9. Approval workflows are outlined for each training modality in RFP Section 4.2.1.

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7.	General Question	Are there established content standards, templates, or tone/voice guidelines that must be followed or is there an appetite to refresh the look and feel of the program?	Templates and style guidelines will be provided to the awarded Contractor.
8.	General Question	Beyond completion rates, what metrics define a "successful" training program (e.g., behavior change, program performance improvements)?	Indicators of a successful training program include but are not limited to positive evaluation results indicating training is well-received and achieves the intended goals and objectives.
9.	General Question	How does the Department envision evolving the WIC Learning Community model over the contract period?	The Learning Community model is not anticipated to evolve over the contract term.
10.	General Question	What would define a "best-in-class" training partner in this engagement?	The Department will recommend a contract award in accordance with RFP Section 8.0. The awarded bidder will be expected to comply with RFP Section 4.0 and all terms and conditions in the executed contract.
11.	General Question	Can we only participate in the development of self-paced learning/development of eLearning modules? Will this be awarded to one vendor who will work on all the scope or multiple vendors?	No, it is the Department's intent to award one (1) contract from this procurement. The awarded bidder is expected to perform all the requirements stated in RFP Section 4.0.
12.	General Question	We are based out of Bangalore, India. Can we participate in the RFP?	The Department will accept proposals from all bidders meeting the minimum qualifications stated in RFP Section 3.1.
13.	General Question	Is the current project supported by CAI under C037280? Further, I was hoping to confirm that the information in the documentation is accurate?	Training services are currently supported by CAI under contract # C037280. The information is accurate.
14.	General Question	What is the period of performance? What are the options and base years?	The anticipated contract term is June 1, 2027-May 31, 2032. There are no options or base years associated with this contract.
15.	General Question	What is the NAICS or commodity code?	This is not needed for purposes of the RFP.
16.	General Question	Is the current contract held by CAI under C037280? If there are additional incumbent contractors, who are they and what contract numbers are they under?	This is confirmed. There are no additional incumbent contractors.
17.	General Question	How many awards will be made?	It is the Department's intent to award one (1) contract from this procurement.
18.	General Question	Will this be an IDIQ? If not, what is the contract structure (BPA, task order, standalone, purchase order, etc.)?	No, this is a multi-year deliverable-based contract.
19.	General Question	Which month do you plan to award this?	A contract award is anticipated to be announced around December 2026.
20.	General Question	Is this set-aside for small businesses or is it full and open with specific subcontracting metrics for small business competition?	This RFP is not a set-aside for small businesses and there are no 'specific subcontracting metrics' for small business(es).
21.	General Question	Given that the solicitation is released, is it safe to assume there is currently no funding risk present?	The Department is unable to speculate about funding risk.

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22.	General Question	Will this be similar to the incumbent contract?	The incumbent contract's scope is similar to RFP Section 4.0.
23.	General Question	Is the current work going well?	This is outside the scope of the RFP.
24.	General Question – Equitable Adjustment	Would the Department be willing to negotiate a reasonable and mutually agreeable equitable adjustment or change order process to address changes in scope, assumptions, or circumstances that materially impact performance or cost?	The Department is not willing to negotiate an adjustment or change order process.
25.	General Question – Limitation of Liability	Subject to applicable statutory requirements, would the State be willing to negotiate a reasonable limitation of liability for claims arising out of or related to the products and services provided under the contract, limited to direct damages and capped at an amount not to exceed the total contract value (TCV), exclusive of any renewal terms, and further provide that neither party shall be liable for any consequential, indirect, or special damages of any kind arising directly or indirectly from such performance?	The Department is not willing to negotiate limitations on Contractor liability.
26.	§§ 2.1, 4.2.2, 4.2.2.b	The RFP repeatedly references Attachment D – Bidder's Library as containing illustrative current training materials. Please confirm how bidders may access the Bidder's Library, whether it includes all existing classroom, webinar, and self-paced curricula to be maintained or converted, and whether bidders will receive access before proposals are due.	The Bidder's Library is defined in RFP Section 2.1. The Bidder's Library is publicly available at https://www.health.ny.gov/funding/rfp/c042783/ . The Bidders Library includes one example of each modality and training program and is not inclusive of all existing curricula.
27.	RFP § 2.1; § 4.2.9; Attachment B	Please confirm whether "Training Day," "Workshop Training Day," "Per Diem," "Training Course Hour," "60-minute webinar," and "Consultant Hour" in Attachment B should be interpreted exactly as defined in the RFP, and whether fractional units may be billed where the RFP allows partial-day or prorated delivery.	This is confirmed.
28.	RFP § 2.2; Attachment B Cost Proposal	Please confirm that the quantities in Attachment B – Cost Proposal govern pricing if they differ from annual estimates or historical volumes elsewhere in the RFP or Attachment C.	The quantities in Attachment B are based on historical volumes.
29.	4.2.1 Training Modalities and Training Programs	The contractor is responsible for ensuring that all posted online materials are Section 508 compliant. Is the existing training content that will be taken over by the contractor already Section 508 compliant, or will the contractor be required to update it to become Section 508 compliant?	Not all existing content is currently Section 508 compliant. The awarded Contractor may be required to modify existing training materials to make them Section 508 compliant, but only if specifically requested by the Department to do so.
30.	§§ 4.2.1, 4.2.4, 4.7, 4.8	Please clarify whether the contractor is responsible for migrating or reloading all existing on-demand webinars, online courses/modules, completion records, user-role	The contractor is not responsible for migrating existing training materials to the NYS WIC LMS.

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		mappings, certificates, reference-library files, and reports into the NYS WIC LMS during onboarding, or whether the Department/current contractor will complete that migration before the new contractor begins services.	
31.	§§ 4.2.1, 4.2.4, 4.2.9.e	For existing materials currently posted or to be posted on the NYS WIC LMS, please clarify whether the contractor is responsible for bringing legacy materials into Section 508 compliance, including caption/VTT files for recorded webinars, or only ensuring new and modified materials are compliant.	See response to Question 29.
32.	§§ 4.2.1, 4.2.9.b–c	For the Managers Workshop and BSFP Staff Workshop, please provide expected venue requirements, including preferred cities/regions, room configuration, AV, accessibility, meals/refreshments, room blocks, registration support, printing, and any state restrictions on food, lodging, or facility costs.	Workshop venue requirements have been clarified in RFP Section 4.2.1. See RFP Amendment #1.
33.	§§ 4.2.1, 4.2.9.g–h; Attachment B	For Local Agency Training/BSFP Staff Training and in-person TA, please provide the expected number of in-person events by region, anticipated notice period, and whether the per diem/unit pricing in Attachment B must include all travel, lodging, parking, mileage, and trainer expenses.	The expected quantities for all training modalities and training program are stated in Attachment B – Cost Proposal. The bidder's Unit Cost is all inclusive.
34.	§§ 4.2.1, 4.2.9.i; Attachment B	For the Certified Lactation Counselor Training, should the unit price include exam fees, course materials, platform/provider fees, proctoring, certificates, participant retakes, substitutions, no-shows, and any minimum-enrollment risk? Please also confirm the expected number of seats per course for pricing purposes.	This unit price is all inclusive. The expected number of seats for Certified Lactation Counselor Training is between 25-75 as outlined in RFP Section 4.2.1.
35.	§§ 4.2.1, 4.2.8, 4.2.9.h; Attachment B	Please clarify the boundary between Technical Assistance and Training Delivery. Specifically, when TA requires preparation, facilitation materials, follow-up documentation, travel, or presentation at meetings, may those hours be billed as TA, and are travel expenses included in the hourly TA rate?	Delivery of approved Technical Assistance that includes presentation, preparation, and required materials should be billed as Technical Assistance hours. Travel expenses may not be billed as Technical Assistance hours. Technical Assistance hours must be requested and approved by the Department before delivery as explained in RFP Section 4.2.8.
36.	§4.2.1, §4.2.9(i)	For the CLC course, does "all course and exam materials at no cost to participants" include the CLC examination and certification fees payable to the credentialing body?	The CLC examination and certification fees payable to the credentialing body should be included in a Bidder's Cost Proposal.
37.	§4.2.1, Attachment D	Please confirm the full inventory of existing curricula the Contractor must take over and maintain, by modality, since the monthly management fee and modification-hour estimates depend on volume.	Existing curricula inventory includes 55 webinars, 21 classroom trainings, 22 self-paced trainings, and 1 toolkit.

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38.	4.2.2.a Identify Trainers, Consultants, and Subject Matter Experts (SMEs)	In the event of an unplanned vacancy requiring the replacement of staff who are necessary for delivering scheduled live trainings, will the Department consider waiving the required 2-month or 3-month resume approval periods for contractor staff and consultants/SMEs (respectively), to avoid the need to cancel or postpone scheduled trainings?	The Department may consider waiving resume approval periods.
39.	§§ 4.2.2.b, 4.2.6, 4.2.7	Please provide the approximate number, format, and source-file condition of existing curricula, toolkits, webinars, self-paced modules, handouts, desk aids, and reference-library materials that the contractor will be expected to maintain or modify.	Existing curricula inventory includes 55 webinars in Word and PowerPoint formats; 21 classroom trainings in Word and PowerPoint formats; 22 self-paced trainings in Articulate Rise and Storyline formats; and 1 toolkit in PDF format. On-demand webinar recordings are in MP4 format with VTT format subtitles prior to upload to YouTube.
40.	§4.2.3(a)	The Contractor must hold CDR CPE Accredited Provider and IBLCE Short-Term Provider status and bear all related costs. Which cost line is intended to recover these accreditation fees?	The CPE Accredited Provider and STP are qualification requirements of the awarded contractor. There is not a designated line in the cost proposal to recover accreditation fees.
41.	4.2.3(a), page 19	Please confirm that this [Continuing Professional Education (CPE) Accredited Provider] certification can be obtained after confirmation of contract award.	This is confirmed.
42.	4.2.3(a), page 19	Please confirm that this [short-term provider of Continuing Education Recognition Points (CERPs) with the International Board of Lactation Consultant Examiners (IBLCE)] certification can be obtained after confirmation of contract award.	This is confirmed.
43.	4.2.3 Administration of Trainings, section (a) Continuing Education Unit	Is the contractor required to demonstrate that they are already accredited with the Commission on Dietetic Registration, as well as their status as a short-term provider of CERPs with the International Board of Lactation Consultant Examiners, prior to submitting a proposal under this RFP, or only prior to the start date of the contract?	The Contractor must be a CPE Accredited Provider and maintain IBCLC STP status for the entire life of the contract. Bidders are not required to be CPE Accredited Providers or have valid STP status for bid submission or prior to the start of the contract.
44.	§§ 4.2.3.d, 4.7, 4.8	Please clarify the expected onboarding sequence for the first three months after contract approval, including when the Department expects LMS access, existing materials transfer, training-calendar approval, first training delivery, and technical support availability to begin.	The Department will provide LMS access and materials transfer to the Contractor following the Contractor's submission of staff user information. The Contractor is expected to start performing services, including but not limited to submitting a training schedule, to start offering trainings, and provide administrative and technical support for the LMS in accordance with RFP Section 4.8.

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45.	§4.2.4	Does the Department provide and license the LMS platform (anticipated to be Moodle Workplace), or is the Contractor responsible for hosting and licensing it?	The Department will maintain the license and host the LMS platform.
46.	§4.2.4	If the Department changes the LMS platform during the term, how are any resulting migration or re-platforming costs handled, given the monthly fee is fixed?	The Department will be responsible for all costs associated with the LMS platform.
47.	4.2.4, page 21	Would the bidder be required to use Moodle Workplace, or could the bidder recommend a different LMS solution?	Per Section 4.2.4, the Contractor must learn and use the platform chosen by the Department for the NYS WIC LMS.
48.	4.2.4, page 21	Will the contractor be granted licenses for Moodle/whatever LMS is chosen by the Department?	The contractor would be granted administrative access to the NYS WIC LMS but not licenses.
49.	4.2.4, page 21	Should bidders include costs for Department-selected LMS licensing? If so, please provide licensing costs.	See response to Question 46.
50.	4.2.4, page 21	Please confirm that the selected vendor will be given full admin capabilities to create/upload training content for the Department-selected LMS.	This is confirmed.
51.	4.2.4, page 21	Will the Department-selected LMS support course evaluations, administer testing of trainees, and report on training activities, or must the contractor provide tools for these functions?	The Department-selected LMS supports course evaluations, administers testing of trainees, and reports on training activities. The Contractor must provide evaluation and testing questions.
52.	4.2.4, page 21	Will technical support questions come in through the phone, email, or both?	Technical support questions may be submitted by phone and/or email.
53.	4.2.4, page 21	Will the vendor be given administrative access to the Department's WIC LMS website?	The Contractor will be given administrative access.
54.	4.2.4, page 21	Can the Department please provide historical data (i.e. number of hours) on the maintenance activities and technical support for the Department's WIC LMS website?	This information is not available.
55.	4.2.4, page 21	Please confirm that the Department's WIC LMS website is currently 508 compliant.	The overall WIC LMS website is Section 508 compliant.
56.	4.2.4 Training Learning Management System Content Management and Website Administration	Is there historical data available to inform the volume of technical support requests that may be received over a period of time?	This information is not available.
57.	§ 4.2.4	The RFP states the Department anticipates Moodle Workplace but may change the NYS WIC LMS platform at its discretion. Should bidders price assuming Moodle Workplace only, or should proposals include contingency for migration, retraining, reconfiguration, and course remediation if the platform changes during the contract term?	Bidders should propose pricing that considers the possibility of an LMS platform change.

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58.	4.2.5, page 24	Would penalties be applied for delays caused by the Department?	Penalties will not be applied for delays caused by the Department related to requirements outlined in RFP Section 4.2.5.
59.	4.2.5 & 4.2.6, page 24&25	Would the Department be willing to exclude application of the 5% penalty on payment of a deliverable where delays are caused by the Department or by third parties outside the Contractor's control?	The Department may consider reducing or excluding the application of the 5% penalty on payment of a deliverable if delays are caused by the Department.
60.	4.2.5 New Curricula Development and Conversion of Classroom to Self-Paced Online Computer-Based Training, paragraph (g)	If curriculum development milestone payments are only invoiced after approval of the submitted draft/finalized training materials or storyboards, will the Department commit to a timeframe for approval of the draft materials? We suggest additional language like "If the Department does not provide approval or revisions to draft materials within 30 days of submission, the materials will be deemed accepted and the contractor may bill for the appropriate milestone payment."	The Department will not commit to timeline for approvals.
61.	§4.2.9 / Attachment B	Are the unit rates fixed for the full five-year term, or is there an annual escalation or CPI adjustment for years 2 to 5?	The unit rates are fixed for the 5-year term.
62.	§4.2.9(b)(c) / Attachment B	For the in-person workshops, should venue, catering, AV, and related event costs be built into the per-training-day delivery rate, or are they reimbursed separately? Please also confirm keynote speaker costs sit within the delivery rate.	All costs, including keynote speaker costs, should be included in the delivery rate as outlined in RFP Section 4.2.9. Itemized venue costs will not be reimbursed separately.
63.	§ 4.2.10	If an in-person workshop, Local Agency Training, BSFP Staff Training, or Technical Assistance event is cancelled by the Department, weather, emergency directive, or low enrollment after the contractor has incurred non-refundable venue, speaker, travel, or subcontractor costs, will those approved non-refundable costs be reimbursable?	No, these costs will not be reimbursed.
64.	4.3 Staffing	Other than the Project Manager, who must have the authority to speak for the Contractor, may required positions (including Registered Dietitians and Training Staff) be filled by subcontractor resources?	Required positions may be filled by subcontractors.
65.	§ 4.3	Please clarify whether the required 1.0 FTE Project Manager, 2.0 FTE Registered Dietitians, and 1.0 FTE IT Specialist must be fully dedicated exclusively to this contract, or whether they may be allocated as named staff whose total hours meet the RFP's availability and service requirements.	Required positions may be allocated as named staff whose total FTEs meet the requirements stated in RFP Section 4.3.
66.	§ 4.3	Please also confirm whether subcontractor personnel may satisfy any required staffing roles.	This is confirmed.

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67.	§4.3, §6.3	Please confirm all staff travel and subsistence for statewide in-person delivery is included in the bid rates with no separate reimbursement.	This is confirmed.
68.	§4.3	Must the two Registered Dietitian roles and the IT Specialist be 100 percent dedicated to this contract, or may they be allocated across other work?	See response to Question 65.
69.	§4.3	Please confirm that the listed public-health and WIC program experience for the Project Manager and Training Staff are preferences rather than minimum requirements, and that experience delivering equivalent adult-learning programs in other sectors will be accepted.	As indicated in RFP Section 4.3, this experience is a preferred qualification.
70.	§ 4.4	Please provide samples or templates for the required monthly voucher reports, LMS analytics reports, raw-data extracts, and ad hoc reports, including expected fields, file formats, and naming conventions.	The Department does not have samples or templates for the required monthly voucher reports. There are no requirements for specific file formats or naming conventions. Requirements for monthly voucher package submission are outlined in RFP Section 4.4.
71.	§§ 4.5–4.6	Please identify what categories of data the contractor will access or store in the NYS WIC LMS and related reports, including whether Personal Health Information, Personal Identification Information, Medicaid Confidential Data, or other protected data will be involved. Please confirm whether a BAA and DUA will be required for this contract.	The NYS WIC LMS contains Personal Identification Information but does not contain Personal Health Information, Medicaid Confidential Data, or other protected data. A BAA is not required but a DUA may be required.
72.	4.6 Security, page 32	Will the NY Department of Health please provide a copy of its DUA for review?	A DUA will be provided to the awarded Contractor if required.
73.	4.6 Security	Under what circumstances would the contractor or subcontractors be required to store, process, analyze, or transmit Medicaid Confidential Data to complete the work required under this contract? Will this include Protected Health Information?	See response to Question 71.
74.	§4.12, Attachment A	The Attachment A checklist lists the M/WBE Utilization Plan (Form #1) under the Administrative Proposal, while §4.12 states it is due prior to award. Please confirm whether Form #1 must be submitted with the proposal or only prior to award.	All documents in Attachment A are required for bid submission.
75.	4.12, page 34	May a single company certified as only a WBE (or a MBE) qualify to meet all 30%?	No, a single company certified as only a WBE (or a MBE) would not qualify to meet overall 30% MWBE goal.
76.	§6.1.8, §8.0	How is the scored Diversity Practices Questionnaire weighted? Is it within the 70-point technical score or additional to it?	Per RFP Section 6.1.8, the Diversity Practices Questionnaire must be included within the administrative proposal and will be evaluated as part of the technical score.

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77.	§6.2, §7.0	Is there a maximum page count for the Technical Proposal? The RFP discourages length but sets no limit.	No.
78.	§§ 6.2.4, 8.3	Please provide the detailed technical scoring rubric or point allocations for the Technical Proposal narrative elements listed in Section 6.2.4.	This will not be provided.
79.	7.0, page 45	May digital/e-signatures be accepted in lieu of scanned ink signatures?	No, digital/e-signatures will not be accepted in lieu of scanned wet ink signatures.
80.	7.0, page 45	The RFP requires Bidders to respond using 11-point font. May Bidders use a smaller, still readable font for each of the following: a) Headers and footers b) RFP requirement text	Yes, however, if smaller font size is used for information that is to be evaluated, bidders must ensure the materials are legible.
81.	7.0, page 45	The RFP requires Bidders to respond using 11-point font. May Bidders use a smaller, still readable font for each of the following: a) exhibits/figures/graphics b) tables	Yes, however, if smaller font size is used for information that is to be evaluated, bidders must ensure the materials are legible.
82.	7.0 Proposal Submission	Please confirm whether proposal PDF filenames must include only the proposal type, bidder name, and RFP number, or whether the full RFP title must also be included in the filename.	This is confirmed. The full RFP title does not need to be included in the filename.
83.	§7.0	The PDFs must be "open and permission password protected." Please confirm whether a single password governs both, and the required PDF security settings.	This is confirmed. The required PDF format is outlined in RFP Section 7.0.
84.	NYSDOHA Sections III. C. And G	Would the Department consider providing a reasonable and mutually agreeable opportunity to cure a breach or performance failure within thirty(30) calendar days after written notice, prior to termination for cause?	The Department may consider a 30-calendar-day cure period for certain defaults (i) that are susceptible to cure and (ii) that the Contractor promptly commences to cure after receiving notice of the default.
85.	IV (B)4 & (C)3(h) - NY DOH Appendix, Contract and Insurance Requirements	Would the Department consider removing the requirement that the Contractor's insurance extend coverage to subcontractors, provided that subcontractors are required to maintain their own insurance coverage appropriate to their respective scopes of work, as per Section IV(B)7 p. 7?	The Department may consider accepting insurance maintained by a subcontractor in an appropriate case and subject to the concurrence of the NYS OGS' Bureau of Risk and Insurance Management.
86.	IV(B)6 – NY DOH Appendix, Contract and Insurance Requirements	Would the Department consider permitting self-insured retentions or deductibles in excess of \$100,000 where the Contractor demonstrates, through audited financial statements or other acceptable documentation, the financial ability to pay such deductible or self-insured retention?	Department approval is required for any insurance deductibles or self-insurance retention in excess of \$100,000. The Department may also require additional security or a surety for excess.
87.	NYSDOHA Section IV(C)3(i) – Contract and Insurance Requirements	Would the Department be willing to negotiate the insurance requirements so that: (i) the required	This will not be amended.

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		contractual liability insurance coverage is limited to bodily injury, personal injury, and property damage, consistent with standard commercial general liability coverage; and (ii) the Contractor's defense and/or indemnification obligations are not required to be insured beyond those same categories of bodily injury, personal injury, and property damage?	
88.	IV(C)3 & IV(C)4 – NY DOH Appendix, Contract and Insurance Requirements	Would the Department be willing to revise the insurance requirements to allow the State to be included as an additional insured through a blanket additional insured endorsement, rather than being named individually on each policy?	This will not be amended.
89.	NYSDOHA Section IX. J. Indemnification	Subject to applicable statutory requirements, would the Department be willing to negotiate the indemnification obligations so that they are limited to proven direct damages arising from third-party claims?	This will not be amended. See response to Question 25.