Amendment 3

REQUEST FOR PROPOSAL (RFP) #Y-24

For

ACH DEBIT AND CREDIT CARD PAYMENT AND DATA PROCESSING SERVICES

Issued December 17, 2019

New York State Department of Labor
Harriman Office Campus
Building 12, Room 454
Albany, NY 12240

Submission Deadline:

~~March 30, 2020~~ ~~April 13, 2020~~ May 15, 2020 by 2 p.m. New York State Time (NYST)

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Section 1: Introduction

1.1 Procurement Lobbying Act and Designated Contacts

This Request for Proposal (RFP) is being conducted in accordance with the Procurement Lobbying Act (State Finance Law §§139-j and 139-k). For more information regarding the Procurement Lobbying Act, please refer to the New York State Office of General Services (NYSOGS) website at: https://online.ogs.ny.gov/legal/lobbyinglawfaq.

Pursuant to the Procurement Lobbying Act, this solicitation includes and imposes certain restrictions on communications between the New York State Department of Labor (NYSDOL) and the Bidder during the procurement process. Accordingly, designated contacts for questions related to this procurement as of the date hereof, are:

Primary:

Sarah Berte
Contract Management Specialist II
New York State Department of Labor
State Office Campus, Bldg. 12, Rm. 454
Albany, New York 12240
labor.sm.DOLPurchase.Contracts@labor.ny.gov

Alternate:

Ryan Cerone
Contract Management Specialist I
New York State Department of Labor
State Office Campus, Bldg. 12, Rm. 454
Albany, New York 12240
labor.sm.DOLPurchase.Contracts@labor.ny.gov

Neither phone nor fax inquires will be accepted. Administrative issues pertaining to sending or receiving email through the designated mailbox may be reported at (518) 457-1397.

1.2 Timetable of Key Events

Event	Date
Issuance of Request for Proposal	**December 17, 2019**
Deadline for Submission of Written Questions*	January 17, 2020
Response to Written Questions Posted*	**Feburary 18, 2020**
Deadline for Submission of Notification of Intent to Propose**	**Feburary 25, 2020**
Deadline for Submission of Proposal May 15, 2020	~~March 30, 2020~~ ~~April 13, 2020~~
Anticipated **Notification of Award** **July 15, 2020**	~~**June 1, 2020**~~ ~~**June 15, 2020**~~
Anticipated Contract Start Date September 17, 2020	~~August 3, 2020~~ ~~August 17, 2020~~

*See Section 1.8 (Questions and Requests for Clarification)

** Must be sent to labor.sm.DOLPurchase.Contracts@labor.ny.gov

1.3 Overview

The New York State Department of Labor ("NYSDOL"), as an administrative agency of the State of New York ("the State") is soliciting proposals from state or federally chartered banks or other payment processing firms ("Bidders") to provide services as detailed in this Request for Proposal ("RFP").

NYSDOL administers custodial accounts for the provision of unemployment insurance (UI) benefits, and for interest and penalties and other fees due NYSDOL.

NYSDOL is New York State's primary advocate for job creation and economic growth through workforce development. NYSDOL administers the State's unemployment insurance (UI) system, labor exchange system, and employment and training programs. NYSDOL oversees NYS worker protection programs and enforces safety and health regulations in the public sector, NYS labor laws and federal statutes related to working conditions, wages and hours, and laws related to Public Work construction projects. NYSDOL is NY's principal source for labor market information and offers a variety of services that help businesses find workers and help people find jobs.

NYSDOL administers the Worker Protection Monetary System, ("WPM"). This system takes in wages and interest due to employee claims against employers, as well as penalties due to violations of the New York State Labor Law and regulation provisions related to Labor Standards and Public Work.

NYSDOL also governs all permits that relate to the Division of Safety and Health. These permits carry processing fees.

1.4 Strategic Direction and Vision

NYSDOL is seeking partnerships with qualified vendors to achieve secure, automated, and efficient debt collection methods through the provision of proven innovators and leaders in Automated Clearing House (ACH) debit and credit card payment solutions who can provide a best value proposal to the NYSDOL. NYSDOL expects the vendor to provide evolving and innovative ACH debit and credit card payment solutions and provide advice and support for the optimal implementation of innovative technology and payment services advancements.

NYSDOL is interested in modernizing debt collection methodologies for its customers who owe various debts. NYSDOL desires to achieve the following goals over the term of the contract resulting from this RFP:

A. Collect debts owed to the UI program more quickly and efficiently;

B. Move toward majority electronic payment transactions for debtors;

C. Reduce processing of paper documentation as much as possible;

D. Enable redundancy for electronic payment streams, i.e. collect payments via different methods, such as but not limited to; self-service web, self-service IVR, DOL agent web, etc.;

E. Improve standardization of debt payment processes;

F. Maintain a sufficient level of business continuity, disaster recovery, and fail-safe operations services in the event of a disaster;

G. Improve cash management operations and position NYSDOL custodial accounts to maximize earnings;

H. Utilize online portal management and reporting tools;

I. Enable NYSDOL to potentially take advantage of new debt payment technology and new financial processing;

J. Reduce fraud, save money, and improve efficiency;

K. Collect debts for Worker Protection programs quicker and more efficiently, allowing restitution to be paid to workers in a timelier manner;

L. Allow for easier access to allow Worker Protection’s regulated community to make one-time payments, or regular payments (including scheduled auto payments) for a pre-approved and specific number of months;

M. Allow options for Worker Protection’s regulated community for making restitution payment(s) via credit card in order to not interfere with business cash flow; and

N. Allow a fillable PDF document to be submitted with all Safety and Heath Permit applications containing a payment in a manner that ensures the application and associated payment remain connected.

NYSDOL desires high level functionality in debt collection, cash management, reconciliation, business intelligence/reporting, and payment processing tools. This functionality must be compatible with the established parameters of NYSDOL and New York State Office of Information Technology Services (NYSOITS internal systems. Additionally, NYSDOL is strongly interested in solutions involving platforms and systems that are flexible enough to meet varying business needs, including systems that are capable of robust back-end integrations that also provide an efficient, intuitive user interface.

1.5 ACH Debit and Credit Card Payment Services - Overview

NYSDOL has several programs for debt collection within its divisions:

UI Program

1) Program A collects debts from businesses that owe UI contributions, penalties, and interest;

2) Program B collects debts owed by former UI claimants who improperly collected benefits.

Safety and Health Program

Program C collects all fees associated with Safety and Health certificates, licenses, and permits.

Labor Standards/Public Work Program

Program D collects all wages and penalties associated with labor law enforcement.

Payments for debts under the current programs are generally handled through submission of checks, money orders, and other types of paper remittances from debtors either to NYSDOL staff directly or to a NYSDOL lockbox processor (Key Bank for Program B, C and D and JPMorgan Chase for Program A). NYSDOL staff also accept checks-by-phone and payments made through Western Union Services. In all cases, remittances are eventually processed by the respective lockbox processors for deposit into NYSDOL custodial accounts.

As of May 2018, there was approximately $278 million in business debts. As of December 2018, there was about $364.1 million in debts owed by former UI claimants. Labor Standards and Public Work transact approximately $30 million annually in labor law enforcement debts.

1.6 RFP Process Overview and Important Information

NYSDOL is seeking proposals from Bidders with proven, verifiable expertise in developing and implementing services for ACH Debit and Credit Card payments and data processing services, centering on a payment solution using secure data exchanges to process electronic debt payment transactions that originate from direct debtor contact by NYSDOL employees or through web services.

The information contained herein should be used for the sole purpose of responding to this RFP.

Requested proposals are for ACH debit and credit card payment solutions, including electronic payment methods not currently available to debtor customers under both programs. The suite of services must include the ability to save payment data for ACH debit and credit cards and the ability to cancel a scheduled payment. It is desired to allow for other modern payment technologies; to provide customers with a view of their payment history; to allow NYSDOL staff to take payments over the telephone by entering ACH debit or credit card information into a vendor provided application; to provide an administrative view of payments to NYSDOL employees; and to provide a customer help desk and Interactive Voice Response ("IVR") support. It is anticipated that these services will be fully implemented within 18 months of the approved contract start date.

This RFP is neither an offer and nor does it constitute a Contract with NYSDOL. Furthermore, NYSDOL is not liable for any costs, in whole or in part, incurred by a Bidder in the preparation of a response to this RFP, or for any work performed prior to Contract execution even if the Bidder is chosen by NYSDOL through this RFP.

This RFP outlines the terms and conditions and all applicable information required for submission of a proposal. Proposals may be submitted by a single Bidder, or by partners/joint ventures, in which case one entity must be deemed the Prime Bidder, which if awarded the contract, will become the Prime Contractor and single source of responsibility for all contract services, including the efforts of its Subcontractors see **1.10, Responsibilities of an Awarded Contractor**).

The Prime Bidder must be a responsible vendor and complete **Attachment C-9, Vendor Responsibility Form** as stated in **Appendix GTC, General Terms and Conditions.** Further, each Subcontractor expected to receive $100,000 or more over the term of the contract must also be a responsible vendor and complete **Attachment C-9,** when nominated for Contract Award. If subcontractor is on the NYS OSC VendRep system, **Attachment C-9** may be submitted with the administrative proposal.

The Prime Bidder is responsible for providing a complete proposal, including those components that describe the functions and services to be provided by any Subcontractors. Subcontractors must complete all attachments and appendices as requested herein.

This RFP is consistent with the New York State policy of seeking competitive proposals for services. To ensure compliance with the requirements of this RFP and to prevent possible disqualification, Bidders should follow the format and instructions contained in this document. Proposals will be considered only from Bidders who meet the Qualifying Minimum Requirements as detailed in this RFP and whose proposals are responsive to the Requirements as presented herein.

Bidders should pay strict attention to the Deadline for Submission of Proposals in **Section 1.2, Timetable of Key Events** to prevent disqualification. Restrictions pursuant to the Procurement Lobbying Act outlined in **Section 1.1, Procurement Lobbying Act and Designated Contacts** impacts the entire procurement and potential Bidders should be aware that **Appendix A, Standard Clauses for NYS Contracts** and **Appendix GTC, General Terms and Conditions** contain vital information related to the contracts to be entered into from this RFP and will be incorporated, without change or amendment, into the contracts between the State and the awarded contractor. By submitting a response to the RFP, Bidders agree to comply with all the provisions of **Appendix A and Appendix GTC.**

If NYSDOL selects any Bidder's proposal submitted in response to this RFP, bidders must be willing to enter into a Contract in accordance with the terms of this RFP.

Bidders should also be aware that NYS does not indemnify Contractors/Vendors.

1.7 Key Points for RFP Bidders

A. Read the RFP in its entirety. Note key items such as critical dates, Qualifying Minimum Requirements and services required. **Exhibit 1, General Glossary of Terms** contains a General Glossary for use by Bidders in their review of this RFP.

B. Note the name, address, phone number and email address of the Designated Contact, or designee(s) as listed in **Section 1.1, Procurement Lobbying Act and Designated Contacts**. This will be the only contact available to Bidders regarding this RFP.

C. Take advantage of the question and answer period. Submit questions by the date and time listed in **Section 1.2, Timetable of Key Events** and by the method identified in **Section 1.8, Questions & Requests for Clarifications**.

D. Provide complete answers/descriptions. Proposals must completely address all Qualifying Minimum Requirements. To ensure a proposal is not unnecessarily disqualified from evaluation, thoroughly read all Requirements and provide complete responses in accordance with each Requirement. Vague or incomplete responses may result in a reduced technical score or disqualification.

E. Review proposal(s) prior to submission. Make sure all copies, including the electronic copy, are identical and complete.

F. Make certain that proposal(s) are packaged and submitted as required by this RFP. Any proposal received that are not submitted in compliance with requirements for this RFP may be deemed non-responsive and may not be reviewed by NYSDOL. See **Section 7, Proposal Content Requirements** and **Section 8, Proposal Submission Requirements**.

G. Submit proposal(s) in a timely fashion to be certain it arrives prior to the deadline for this RFP. Proposals received after the date and time in **Section 1.2** may be returned, unopened, to the sender without review or consideration for an award.

H. RFP Y-24 and any amendments, announcements, and clarifications related to this RFP will be issued on NYSDOL's Contract, Bid, & Grant Opportunities webpage: https://labor.ny.gov/agencyinfo/contracts/contract-bid-grant-opportunities.shtm

Review the NYSDOL website frequently prior to submission of a proposal, as only the NYSDOL website will contain any amendments and/or addenda to the RFP, including Responses to Written Questions. Note that all applicable amendment and/or addenda information must be incorporated into the Bidder's proposal(s). Failure to include such information may result in disqualification or a reduced technical score.

1.8 Questions & Requests for Clarifications

Bidders will have one opportunity for submission of written questions and requests for clarification regarding this RFP. All questions and requests for clarification of this RFP must be sent in MS Word format using **Attachment F, Question Submission Form**, submitted via email as indicated in **Section 1.1, Procurement Lobbying Act and Designated Contacts.**, and received by no later than the Deadline for Submission of Written Questions as specified in **Section 1.2, Timetable of Key Events**. Questions received after the deadline may not be answered.

All questions and requests for clarification will be resolved during the Question and Answer period prior to the submission of proposals. Bidders should bring forward any term and condition in the RFP and Appendices that the Bidder believes would prohibit or deter the submission of a proposal. The Question and Answer process may not be used to negotiate material changes to the terms and conditions set forth in the RFP and Appendices; any such proposed changes will not be accepted or answered by NYSDOL.

NOTE: It is the Bidder's responsibility to ensure that hard copy mail or email containing any written questions and/or requests for clarification is received by NYSDOL no later than the Deadline for Submission of Written Questions as specified in **Section 1.2**.

The comprehensive list of all questions and responses will be posted to the NYSDOL website and notice of such posting will be distributed by email to prospective bidders known to the NYSDOL on or before the date specified in **Section 1.2**. The official responses will not include the identity of the vendors that submitted the questions and NYSDOL will ensure anonymity to the extent allowed by law.

1.9 Notice of Intent to Propose

Bidders intending to submit a Proposal in response to this RFP are asked to use the **Attachment A, Notice of Intent to Propose**, form. This form along with completion and forwarding instructions are included in **Attachment A**. The submission of this form is not a prerequisite for Bidder eligibility, nor does it obligate organizations to submit a proposal in response to RFP Y-24, nor will it be considered an actual Proposal.

1.10 Responsibilities of an Awarded Contractor

A contract will be awarded to a "Awarded Contractor," which, following successful contract negotiations and full execution of contract, shall be deemed the "Contractor." A single Prime Contractor will be responsible for the delivery of all contract deliverables and services under this RFP, including the efforts of its Subcontractors. The terms "awarded contractor" and "Contractor" shall be interchangeable herein.

Where Services are supplied by or through the Contractor under the contract, it is mandatory for the Contractor to assume full integration responsibility for delivery, installation, maintenance, performance, and support services for such items, as applicable. The Contractor shall also be responsible for payment of any license fees, rents, or other monies due third parties for Services or materials it procures or obtains for performance of this Contract.

Proposed Subcontractors must be identified on **Attachment 3, Listing of Proposed Subcontractors**, at the time of proposal submission and are subject to the approval of NYSDOL.

The Contractor must ensure Subcontractor compliance with all contract provisions.

1.11 Term of the Contract

The term of the contract awarded pursuant to this RFP shall be for a period of up to nine (9) years inclusive of a transition period of up to 12 months as defined in **Exhibit 1, General Glossary of Terms** and shall commence on the date of the contract's approval by the OSC Bureau of Contracts. The use and length of the transition period is at the sole discretion of NYSDOL.

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Section 2. Technical Requirements

2.1 Scope of Services

The awarded contractor will provide debt payment and data processing services to NYSDOL Programs A through D and for any future programs identified by the Department. As NYSDOL introduces new programs, web applications, and services, it is anticipated that the associated payment and data processing services will be acquired through the contract for this RFP.

For Programs A-D, the awarded contractor will process ACH Debit Card/Credit Card payments and deposit in NYSDOL designated bank accounts.

Payment processing services required to be provided by the Awarded contractor are as follows:

A. ACH Debit

Debtors can initiate ACH Debit payments by an Awarded contractor-hosted web application. After either logging into their secure NYSDOL Online Services ("OLS") account or by accessing the bidder host web application directly, the debtor can access the Bidder-hosted web application through a secure exchange from NYSDOL to the Bidder.

1. **The Awarded contractor Hosted application** will collect payment data for both processing the payment and creating data records to update all Program payment databases. Daily payments will be available for transfer into NYSDOL custodial accounts on a mutually agreed upon schedule.

B. Credit Card

Debtors can initiate Credit Card payments on an Awarded contractor-hosted web application or Awarded contractor-hosted IVR. The Awarded contractor maintains compliance with the Payment Card Industry Data Security Standards ("PCI DSS") at all times. The Awarded contractor may be asked to provide documentation annually to demonstrate PCI DSS compliance. In addition, the Bidder must ensure NYSDOL does not electronically receive any Cardholder data in which the entire Primary Account Number ("PAN") is readable. If the Awarded contractor engages the services of a Subcontractor, the Awarded contractor must ensure the Subcontractor also remains compliant, as applicable, and provide the appropriate documentation to demonstrate the Subcontractor's PCI DSS compliance.

1. **Web Application**

After logging into their secure NYSDOL OLS account or by accessing the Awarded contractor's hosted web application directly, the debtor can access the Awarded contractor-hosted application through a secure exchange from NYSDOL to the Awarded contractor. The Bidder-hosted application will collect payment data for both processing the payment and creating data records to update all Program payment databases.

2. IVR

Debtors will call an Awarded contractor-hosted IVR to enter payment information. The Awarded contractor-hosted application will collect payment data for both processing the payment and creating data records to update all Program payment databases.

C. ACH Debit and Credit Card Payments

Debtors calling NYSDOL staff will be able to provide payment information (for example, bank information, debit/credit card information, etc.) so that NYSDOL staff may enter data and initiate a payment transaction in a secure application hosted by the Awarded contractor. The Awarded contractor-hosted application will collect payment data for both processing the payment and creating data records to update all Program payment databases.

D. Recurring Payments

Debtors will be able to initiate recurring payments via credit card in a secure application hosted by the Awarded contractor. The Awarded contractor-hosted application will collect payment data for both processing the recurring payments and creating data records to update all Program payment databases for each recurrent payment.

NOTE: Program D staff will NOT have access to any debtor account info.

E. Daily Payments will be available for transfer into NYSDOL custodial accounts on an agreed upon schedule. Credit to NYSDOL custodial accounts will be in full, with no holds, on the debtor selected Settlement Date for all ACH Debit and Credit Card payments.

F. Develop, maintain, and update a payment database for all ACH Debits and Credit Card payments per program. The payment database will facilitate the following functionality:

1. An administrative web application from which NYSDOL can inquire on all payments, transfer payments to correct bank accounts, cancel future payments, create chargeback and chargeback reversal data records, and create reports.

2. Create daily data transmission files to NYSDOL for processed payments, adjusted payments, cancelled payments, and returned payments.

3. Ability for debtors to view their payment history and cancel scheduled payments via various NYSDOL OLS applications. This functionality will be made available to debtors through a web service call from NYSDOL to the awarded contractor.

4. Ability for debtors to save their payment data for ACH Debit (e.g., bank account and ABA routing number) and Credit Card (e.g., card number).

G. Enhancements and Modifications

Due to the rapid pace of change and innovation in debt collection services and payment methodologies, it can reasonably be anticipated that during the term of any contract awarded from this RFP, the services described may require enhancement or modification. Therefore, any proposal submitted must include a firm corporate commitment to work closely and cooperatively

with NYSDOL to facilitate the implementation of any enhancements or modifications offered by the awarded contractor or requested by NYSDOL.

The Bidder must periodically suggest enhancements or modifications that will benefit NYSDOL for consideration, including enhancements and modifications which improve productivity and/or mitigate suspicious or fraudulent activity.

NYSDOL may also request that an awarded contractor provide enhancements or modifications requested by NYSDOL. NYSDOL, however, is under no obligation regarding such enhancements or modifications, and reserves its rights to:

- develop and/or implement enhancements or modifications internally at NYSDOL; and/or
- obtain a third party to perform such work.

The Bidder must agree to work in good faith with NYSDOL and any other parties to assist in the development and/or implementation of enhancements or modifications and must timely develop and implement an enhancement or modification, if directed to do so by NYSDOL.

All enhancements or modifications are subject to the Change Control process in **Appendix C, Change Control Procedure**. Any enhancement or modification outside the scope of the contract will be handled via an amendment to the contract.

The awarded contractor shall timely develop and implement an enhancement or modification as directed by NYSDOL. Fees for such developments and implementations shall be negotiated by NYSDOL and the awarded contractor as soon as feasible following identification of intent to proceed with an enhancement development or implementation. The awarded contractor should not implement a NYSDOL-directed enhancement or modification into “live” production until such enhancement or modification has been tested and accepted by NYSDOL in writing and, when applicable, approved by the Office of the State Comptroller (OSC) Bureau of Contracts.

2.2 Implementation of the Service

It is anticipated that these services will be fully certified for production by NYSDOL in an administratively expeditious manner. Full implementation is expected no later than eighteen (18) months from the approved contract start date.

2.3 Qualifying Minimum Requirements

Only qualified entities may submit a proposal in response to this RFP. A qualified entity is defined as one that meets all of the following Qualifying Minimum Requirements. Entities not meeting all Qualifying Minimum Requirements should not submit a proposal, as they will not be considered.

TABLE 2.3 QUALIFYING MINIMUM REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
1.	**QUALIFYING MINIMUM REQUIREMENTS**	
1.1	The Bidder must be a state or federally chartered bank, or a payment processing firm authorized to do business in the United States and in New York State.	The Bidder must affirm understanding of, and agreement to comply with, this Requirement.
1.2	The Bidder must be a member of the National Automated Clearing House Association ("NACHA") and, upon request, provide supporting documentation of membership. The Bidder and any Subcontractor(s) must agree to conform to all NACHA Operating Rules (hereinafter, "NACHA Rules").	The Bidder must confirm status, affirm understanding of, and agree to comply with, this Requirement.
1.3	The Bidder must be able to act as both an Originating Depository Financial Institution ("ODFI") and a Receiving Depository Financial Institution ("RDFI") – able to both initiate and receive ACH entries.	The Bidder must affirm understanding of, and agreement to comply with, this Requirement.
1.4	Sections 105 and 106 of the New York State Finance Law require financial institutions holding deposits of New York State monies to pledge collateral with the State to the extent deemed appropriate by the State. As required by such law, the Bidder must agree to pledge securities or to obtain a surety bond by companies with the highest ratings issued by nationally recognized statistical rating organizations to secure the State's interest in any depository account and any "pass-through" accounts to the extent deemed appropriate by the State. The State shall establish and periodically review and adjust, as necessary, the amounts held as collateral. Collateral must be held at the New York State fiscal agent. The State reserves the right to periodically verify the amount of collateral held.	The Bidder must affirm understanding of, and agreement to comply with, this Requirement.
1.5	The Bidder must establish and maintain processing site(s) which must be in the continental United States ("CONUS"). The processing site must comply with applicable building codes, regulations, and laws.	The Bidder must affirm understanding of, and agreement to comply with, this Requirement. The Bidder must provide details addressing the Requirement, including but not limited to:

TABLE 2.3 QUALIFYING MINIMUM REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
	All confidential information (including, but not limited to, debtor banking information, identity, personally identifiable information, or relationship to NYSDOL) must be processed, stored, backed up, and accessed solely and exclusively within the CONUS. The Bidder may conduct software development and other ancillary services outside of CONUS as long as those services do not access, or have access to, confidential information.	• The site(s) for operations; • Whether the site(s) is to be owned or leased, and if leased, the parties to the lease and the terms of the lease. • Any services performed outside of CONUS.
1.6	The Bidder and any Subcontractor responsible for the processing of Credit Card payments must be in compliance with Payment Card Industry Data Security Standards ("PCI DSS") throughout the term of the Contract.	The Bidder must affirm understanding of, and agreement to comply with, this Requirement.
1.7	The Bidder and any Subcontractor must have provided a minimum of three (3) years, immediately preceding the submission of a Proposal, of continuous ACH Debit and Credit Card payment and data processing services operational for at least two contracts or engagements. The information about these contracts must demonstrate that the contracts provided for continual operation of such a solution for the three years prior to the submission of a Proposal; or the contracts provided for the development and implementation of such a solution for a client that has continually operated for the three years prior to submission of a Proposal. If the proposal includes use of a Subcontractor on the contracts or engagements submitted, this proposal must include the same Subcontractor in the same respective service role.	The Bidder must affirm understanding of, and agreement to comply with, this Requirement. The Bidder must provide references on **Attachment 2, References** and show evidence of recent experience in providing services such as those required herein and of comparable scope. Such evidence must include: • A description of the contracts or engagements (e.g., client served, contract term, scope of services, applications, daily volumes) which encompass a hosted ACH Debit and Credit Card payment and data processing solution including: deposit, payment processing (e.g., ACH Debit and Credit Card) reconciliation, customer services (Help Desk and Interactive Voice Response), and transmission of data, reports and files; • Names, titles, and contact information for client staff that administered or oversaw the contract or engagement during the contracts or engagements; and • Any Subcontractors used on the contracts or engagements and their role, and their contact information. **NOTE:** A past client may be used for only 1 reference, regardless of how many projects the

TABLE 2.3 QUALIFYING MINIMUM REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
		Bidder has completed for that client. The Bidder is solely responsible for providing contact information for clients that are readily available to be contacted by NYSDOL and will respond to questions. Although two references are required, an additional two may be provided in the event a reference does not respond to questions.
END OF TABLE 2.3: QUALIFYING MINIMUM REQUIREMENTS		

2.4 Technical Requirements

This section requires the Bidder to provide information regarding the specific Technical Requirements necessary for the implementation and continuing operations of the requested services in this RFP. NYSDOL reminds Bidders that responses must be complete, factual, and as detailed as necessary to allow NYSDOL to perform a comprehensive review and evaluation of proposed services, capabilities and experience.

There are Mandatory Requirements stated throughout this section, stipulated by the words "must," "shall," "will," and "required." Failure to provide or include the required information in the Technical Proposal will result in the Proposal being deemed non-responsive and removed from further consideration. Desired services and information are referenced in this section by the words "should," "desired," and "preferred." While not mandatory, failure to provide the requested desired information will negatively impact the Technical Proposal Score.

Bidder's responses to each Requirement must identify any Subcontractor to be used and include their role in providing the services for that Requirement.

A. Functional Requirements

This section contains the specific service to be provided and response requirements.

TABLE 2.4.A FUNCTIONAL REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
1	**GENERAL REQUIREMENTS**	
1.1	The Bidder must provide a payment solution that allows for the processing of electronic payments, through Bidder-hosted web applications, received from customers via the following methods:	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how this requirement will be met by

TABLE 2.4.A FUNCTIONAL REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
	• ACH Debit • Credit Card It is desirable, but not required, that the Bidder provide a payment solution that allows for the processing of third-party electronic payments, through the Bidder-hosted web application, received from customers from services such as, but not limited to: • PayPal • Apple Pay • Android Pay	presenting a conceptual design and narrative. This is inclusive of any mandatory requirements and any and all desirable requirements the bidder will implement. Description must include timing limitations or any other restriction. The Bidder must describe any deposit account limitations or other limitations for each of these payment methods.
1.2	The Bidder must develop, extend, or expand payment methods to accommodate other NYSDOL programs not currently identified (e.g., Legislative changes, fields on applications and screens may require change in an acceptable amount of time as determined by NYSDOL).	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how its architecture, systems and program development staff will work to meet this Requirement
1.3	The Bidder must maintain controls to ensure all payment transactions are processed and transmitted to NYSDOL within agreed upon time frames. **Note:** Timeframes may vary by payment method and Program	The Bidder must affirm understanding of, and agreement to comply with, this requirement.
1.4	The Bidder must have the ability to accept Credit Card transaction authorizations received via secured transfer through various Bidder-hosted payment methods (e.g. Web, IVR and Customer Service Representative). Credit card payment transaction data fields will vary by Program. Required data elements will be provided at implementation.	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement.
1.5	The Bidder must have the ability to support the following Credit Card payment methods: • Visa • Mastercard • Discover • American Express The Bidder must accept Branded Debit Cards and pre-paid cards as Credit Cards.	The Bidder must affirm understanding of, and agreement to comply with, this requirement.
1.6	The Bidder must not consider any transaction complete until successful submission of transaction, including confirmation number assignment. Unless otherwise required pursuant to State or Federal banking or record retention laws and	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement.

TABLE 2.4.A FUNCTIONAL REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
	regulations, datat records related to incomplete transactions will be retained and destroyed in accordance with the provisions of Section 18.1 of Table 2.4.B herein. **Note: An incomplete transaction is defined as a user exiting the application prior to a submission or user attempting to submit the transaction but is unsuccessful.** Incomplete transactions are not to be assigned a transaction number. Records of such attempts are to be maintained for analysis review.	
1.7	The Bidder must have the ability to assign a unique Tracking Number to each successfully completed transaction. The Bidder must be able to accommodate NYSDOL's existing Tracking Number assignment format and range, which may be expanded as necessary. See **Exhibit 2 – NYSDOL Current Tracking Number Format**	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement.
1.8	The Bidder must assign the appropriate standard entry class ("SEC") codes for all outbound ACH Debit transactions. Authorization methods will include but not be limited to: • Web • Telephone (customer service representative) • Interactive Voice Response system (IVR)	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement.
1.9	The Bidder must have a process in place to support domestic International ACH Transactions ("IAT"). Payments must be payable in US Funds only. **Note:** It is desirable that the Bidder have ability to process cross-border IAT's.	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe its process and any limitations for processing IAT transactions.
1.10	The Bidder must provide to NYSDOL the most recent NACHA Return reason codes and update as necessary. Additionally, the Bidder must provide two copies annually to NYSDOL of the most recent version of the NACHA Operating Rules & Guidelines.	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe its process, timing, and any other limitations.
1.11	The Bidder must provide NYSDOL a means by which NYSDOL can be, and remain, compliant with all NACHA Rules and Guidelines, including but not limited to a means by which NYSDOL's ACH entries will be systematically	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement.

TABLE 2.4.A FUNCTIONAL REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
	corrected/changed in any response to any NOC received by the ODFI.	
1.12	The Bidder must develop and maintain up to date procedures for any processes covered in this RFP and must make these procedures available to NYSDOL	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement.
1.13	The Bidder must maintain quality controls to bring the occurrence of unintended duplicate payment transactions being submitted by customer as close to zero as possible, while allowing a customer to submit multiple intended payments.	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement.
1.14	The Bidder must have the ability to securely warehouse electronic payment transaction requests, where single payments and recurring payments are scheduled in advance and the payment transaction is executed automatically on the date scheduled. Customers must be able to schedule payments in advance to execute anywhere from one day up to 36 months after the transaction is submitted. **Note:** Warehoused/recurring payments will be submitted to the Bidder for payments initiated and/or submitted on Bidder's payment portal.	The Bidder must affirm understanding of, and agreement to comply with, this requirement.
1.15	The Bidder must ensure that the customer is able to cancel scheduled ACH debit transactions prior to settlement. The customer must be able to cancel as determined by NYSDOL using the Bidder's web application (via secure exchange from NYSDOL to the Bidder). Bidder must be able to separate access to "web only" from other formats. In addition, NYSDOL must have the ability to cancel a scheduled payment via Bidder-hosted Administrative Site (see Requirement 4.5).	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement and provide the latest day and time, in relation to the settlement date, that a scheduled payment can be cancelled.
1.16	The Bidder must charge the Credit Card convenience fee separate from the NYSDOL liability payment amount within each transaction. The fee will be paid by the credit Cardholder and must display as a separate transaction on their statement. The Bidder must, **without disclosing the fee requirement in the Technical Proposal,** agree to only a percentage-based convenience fee (with no minimum fee) for Credit Card transactions. (see Section 3.3, Cost Proposal and Required Responses)	The Bidder must affirm understanding of, and agreement to comply with, this requirement.

TABLE 2.4.A FUNCTIONAL REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
1.17	The Bidder must store all credit card and account data in accordance with all New York State and Federal laws, policy and procedure. **Note:** The Bidder must truncate credit card numbers in any and all communications with NYSDOL.	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement.
1.18	The Bidder must notify NYSDOL within 15 days of becoming aware of any change (e.g., NACHA rule changes) that affects the services covered in this RFP	The Bidder must affirm understanding of, and agreement to comply with, this requirement.
1.19	The Bidder must have the ability to block origination of Credit Card transactions that contain specific Credit Card numbers provided by NYSDOL.	The Bidder must affirm understanding of, and agreement to comply with, this requirement.
1.20	The bidder must allow for a customer to pay any part less than or up to the whole amount owed to Programs A, B or D. The bidder must NOT allow overpayments.	The Bidder must affirm understanding of, and agreement to comply with, this requirement
2	**WEB SERVICES**	
2.1	**General**	
2.1.A.	The Bidder must develop, host and maintain a payment solution that securely links from NYSDOL's Online Services customized web pages. The solution must be compatible with all NYSDOL Online Services programs. The Bidder must use HTML mockups, style sheets and images created by NYSDOL when implementing its pages to ensure the same look and feel as NYSDOL web applications and compliance with New York State user interface standards for accessibility and use. The Bidder's payment solution must include: • State of New York and NYSDOL branding on the pages; • Custom data input fields that match up to unique data collection items for the applicable program; • Integration with NYSDOL's Online Services; and, • Adherence to accessibility guidelines as set forth by New York State at: https://its.ny.gov/document/accessibility-web-based-information-and-applications-compliance-reporting .	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement.

TABLE 2.4.A FUNCTIONAL REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
	The Bidder must be able to make changes to applications and screens in an acceptable amount of time, as determined by NYSDOL.	
2.1.B.	The Bidder must apply NYSDOL program specific e-Signature language to be displayed prior to submission of all payment transactions submitted on the Bidder's site. See **Exhibit 3. – Sample e-Signature Certification Language**	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement.
2.2	**Saved Bank Account and Credit Card Information**	
2.2.A.	The Bidder must provide a web application which gives customers the ability to create, view, and remove saved bank accounts and credit card information for use in future payments. When a customer removes a saved bank account or credit card information the Bidder must perform a system check to look for scheduled payments for that customer using the account information and present a notification to the user.	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement.
2.2.B.	The Bidder must store customer saved bank account and credit card account information using a composite key structure provided by NYSDOL, ensuring that NYSDOL controls the visibility of account information. Payment information must be stored by the Bidder in a manner that uniquely identifies the user who saved this information to be displayed back to the user for future payments. For example, NYSDOL may prescribe that saved bank account and credit card information is stored under a composite key consisting of an Unemployment Insurance Online Services user ID and a unique NYSDOL identification number and any additional data provided by NYSDOL.	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement.
2.3	**Service Calls and Secure Messages**	
2.3.A.	The Bidder must be able to accept, authenticate and parse a secured message (i.e. SAML) from NYSDOL for the purpose of processing ACH Debit, and Credit Card transactions through its payment portal. Such Secure message will include customer transaction-specific elements for page display	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement
2.3.B.	The Bidder must initiate a web service call hosted by NYSDOL whenever a customer submits a transaction on the Bidder's site and a confirmation number is provided to the customer	The Bidder must affirm understanding of, and agreement to comply with, this requirement.

TABLE 2.4.A FUNCTIONAL REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
	in connection with any payment transaction including but not limited to initiating/cancelling a payment(s).	The Bidder must describe how it will meet this Requirement.
2.4	**Data Delivery and File Transmission**	
2.4.A.	All data transmissions coming from the Bidder must be in the file layout specified by each program. This includes but is not limited to Flat Files and XML documents. **See – Exhibit 4 – Current Sample File Layouts** The Bidder must be able to convert the file layouts to another format (e.g. XML).	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must indicate their ability to convert current file layouts to another format.
2.4.B.	The Bidder must supply secure electronic data file exchange over the internet, to and from NYSDOL using protocols acceptable to New York State. The bidder must be minimally compliant with New York State ITS Security Policy NYS-S14-007 Encryption Standard (https://its.ny.gov/document/encryption-standard). New York State has approved the use of the following secure file transfer protocols, which are listed by order of preference. Encryption algorithms must comply with current FIPS 140.x (most current version) guidelines. • SFTP (SSH/FTP) using a minimum 2048-bit key based authentication (port 22) • HTTPS (browser or compatible clients New York State also supports the optional PGP "Pretty Good Privacy" or the open source equivalent GPG "Gnu Privacy Guard" with public encryption key exchange. Testing is required to ensure that the encryption and version of software used by the Bidder is compatible with State software. This connection will need to meet all New York State and industry standard security measures, including using standard TCP Ports. The Bidder must provide file transfer access to its server for the purpose of sending and retrieving files. The development of a schedule	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement.

TABLE 2.4.A FUNCTIONAL REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
	of file transferred to be retrieved is required so that NYSDOL retrieval of files can be automated.	
2.4.C.	The Bidder must transmit completed and reconciled (reconciled to the day's activity in each Bank Account) payment transactions for all payment types for each program Data Output Files **(see Exhibit 4 – Current Sample File Layouts).** The Bidder must ensure for Credit Card payments, only transactions included in the transmission reconcile to the day's deposit into the NYSDOL accounts. **Note:** NYSDOL requires a daily transmitted file for each program even if it contains zero items.	The Bidder must affirm understanding of, and agreement to comply with, this Requirement. The Bidder must describe how it will meet this Requirement and propose a schedule and method of electronic delivery of fully processed data to NYSDOL.
2.4.D.	The Bidder must transmit completed and reconciled (reconciled to the day's activity in each NYSDOL bank account) adjustment transactions for all payment types for each Program Data Output File **(see Exhibit 5 – Sample Bank Adjustment File Layout).** In addition to Bank Adjustments, the file must include elements from original transaction along with associated adjustment, return or cancel information. **Note:** NYSDOL requires a daily transmitted file for each program even if it contains zero items.	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement.
2.4.E.	The Bidder must accept from NYSDOL a file transmission of valid Customer numbers to utilize for customer authentication, for both Program A and Program B. Frequency of file updates will be determined during implementation **(see Exhibit 6 – NYSDOL Sample ID File Layout).**	The Bidder must affirm understanding of, and agreement to comply with, this requirement.
2.5	**Customer Service**	
2.5.A.	The Bidder must develop, with NYSDOL's input and maintain an Interactive Voice Response ("IVR") application(s) that allows the customer to make Credit Card payments. This IVR must be available 24 hours a day, seven days a week, 365 days a year, except for agreed-upon maintenance and/or testing periods. 100% of calls made to the IVR must be handled. IVR processing scripts will vary by Program and payment type.	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement.

TABLE 2.4.A FUNCTIONAL REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
	A separate IVR will be needed for each Program. **Note: IVR must be able to support both English and Spanish**	
2.5.B.	The Bidder must provide access to telephone services 12 hours each Business Day for assistance with making IVR payment. Callers using IVR must be able to access an operator for the purpose of making a payment at any time during telephone service hours. Call Processing Script will be provided at implementation. Changes may be required after implementation. **Note:** Call Processing does not need to have a dedicated phone bank for these services.	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement, including hours that customer service is available and average wait time for calls being transferred from the IVR.
2.5.C.	The Bidder must provide telephone customer service in a manner described below: • Both Spanish- and English- speaking representatives to all customers; • Translation services for the following languages: • Italian • Bengali • Haitian Creole • Chinese (both Cantonese and Mandarin) • Russian • Korean	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement.
2.5.D.	The Bidder must monitor voice transactions in order to: • evaluate customer service performance; • ensure accuracy of information given; and • ensure compliance with performance standards.	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement.
2.5.E.	The Bidder must provide customers the ability to see a payment history of all electronic payments made through the Bidder's site, which supports multiple key retrievals for customer inquiry. Payment history must include posted, scheduled and cancelled transactions.	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement.
2.6	**Customer Service for NYSDOL Staff**	
2.6.A	The Bidder must designate a contact team for clarification and resolution of electronic payment issues. Minimally, a member of the team must be available Business Days 8:00 a.m. to 5:00 p.m. ET.	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet or exceed this

TABLE 2.4.A FUNCTIONAL REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
		Requirement, including available time frames.
2.6.B.	The Bidder must provide support to NYSDOL in order to assist with: • Researching payments received by the Bidder but not deposited to NYSDOL's accounts; • System, customer and NYSDOL inquiry support and reconciliation assistance for items appearing on the NYS Bank Account (s) daily transaction reports and NYSDOL Bank statement(s) and on the Bidder hosted Administrative Site system. • Researching and processing support on ACH Debit returned/dishonored items; credit card chargebacks/retrievals; and • Providing interpretation of any changes in NACHA rules and regulations impacting NYSDOL's operations or systems.	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement including maximum time frames for response.
2.7	**Deposits**	
2.7.A.	Bidder must make deposits into current accounts held by NYSDOL. The Bidder must have the ability to deposit into separate accounts held by NYSDOL for Programs A, B, C and D.	The Bidder must affirm understanding of, and agreement to comply with, this requirement.
2.7.B.	The Bidder must be able to accept multiple types of deposits which will include ACH Debits and Credit Cards.	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement.
2.7.C.	The Bidder must agree to give full credit for deposit amounts without any payment holds. For all ACH Debit, and Credit Card transactions received prior to 8:00 p.m. ET the day before the customer selected Settlement Date, deposit amounts must be credited to the appropriate NYSDOL bank account on the customer selected Settlement Date indicated on each transaction. For all ACH Debit, and Credit Card transactions received on or after 8:00 p.m. ET the day before the customer selected Settlement Date, deposit amounts must be credited to the appropriate NYSDOL bank account on the next available Banking Day.	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement.

TABLE 2.4.A FUNCTIONAL REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
2.7.D.	The Bidder must have the ability to reverse transactions by debiting the appropriate NYSDOL accounts, if necessary, and react pursuant to NYSDOL guidance within a prescribed timeframe. Timeframes will be determined by NYSDOL during implementation on a program by program basis. **ACH Debit** The Bidder must agree to work with NYSDOL to reverse erroneous ACH Debit transactions under conditions to be specified by NYSDOL **Credit Card** The Bidder must have the ability to process full or partial amount chargebacks. Chargeback reversals for full or partial amounts must also be processed. **Note:** Chargebacks will result in an adjustment record while chargeback reversals will result in a new payment record. In either case, these records must be transmitted to NYSDOL. Full credit card numbers must be truncated inconformity with NACHA and federal rules.	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet or exceed this Requirement including available time frames.
2.7.E	The Bidder must provide a process to ensure that all remittances received through the cut-off of the last Business Day of the calendar year are deposited and processed on the last Business Day of the calendar year and are transmitted to NYSDOL the following Business Day.	The Bidder must affirm understanding of, and agreement to comply with, this requirement.
2.7.F	The Bidder must ensure that no debit adjustments will be posted to any program account after November 30th of the third calendar year of the initial deposit of the item without direction and approval from NYSDOL.	The Bidder must affirm understanding of, and agreement to comply with, this requirement.
3	**Accounting and Reporting**	
3.1	The Bidder must store and make available historical data for: Transaction reports/statements for all transaction entries into NYSDOL Bank Accounts for Deposits, Dishonorments, and Credit and Debit memos according to industry standards after the maximum online access. It is desired for this data to be available for six years.	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The bidder must provide the time frame for the industry standard for maintaining historical data, and state how long they will provide access, up to seven years.
3.2	The Bidder must store and make historical payment data available to NYSDOL. The bidder must make this information available on request. It is desired that this information be accessible online. It is desirable to NYSDOL that the historical data be maintained for 6 years. The	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how they will maintain the historical

TABLE 2.4.A FUNCTIONAL REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
	bidder shall advise if industry standard is less than 6 years and provide a proposed timeframe that the data will be available.	data, how it will be made available, and the timeframe in which it will be available.
3.3	The Bidder must provide the ability for NYSDOL staff to generate customized ad-hoc and standard reports as determined by NYSDOL. These reports must have the ability to run for a single date or a range of dates up to at one year. The Bidder must be able to report on any data element provided to it, whether provided through data transmission, web service call, data submitted by customers through their Bidder-hosted web application, or data submitted by NYSDOL staff through the Bidder-hosted Administrative Site. Reports must be available by 7:00 a.m. ET on the next Business Day. **See Exhibit 7, 8, 9 and 10 NYSDOL – Sample Reports.**	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement.
3.4	The Bidder must re-present a transaction which has been dishonored for reason codes to be determined by NYSDOL during implementation, following the initial notice of Dishonorment. The Bidder should not notify NYSDOL after initial Dishonorment and no entry should appear on the NYSDOL Bank Account(s) daily transaction report(s) and NYSDOL Bank Account statement(s). If a Dishonorment occurs after a second attempt to present the transaction, the Bidder must not attempt to re-present the transaction again and the bidder must then notify NYSDOL. **Note:** NYSDOL prefers that the re-presentment not occur immediately. For any other reason of Dishonorment the Bidder must inform NYSDOL of the returned item upon initial Dishonorment.	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement and provide a timeframe for re-presentment.
3.5	The Bidder must propose a method of reporting to NYSDOL all bank adjustments related to ACH Debit/Credit Card Dishonorments, debits, and credits to the NYSDOL accounts. The Bidder must provide electronic data **(see Exhibit 7,8, 9 and 10 NYSDOL – Sample Reports)** for such adjustments and must provide a single point of contact.	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement.

TABLE 2.4.A FUNCTIONAL REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
3.6	The Bidder must track and store customer activity in web and IVR applications. This information must be available to NYSDOL for statistical reporting and problem identification.	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement.
3.7	The Bidder must provide the timeframe that payers have to reverse payments made. If timeframe varies based on the method of payment it must be documented.	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement.
4.	**Bidder-Hosted Administration Site**	
4.1	The Bidder must provide and support a Bidder-hosted Administration Site to be used by NYSDOL staff that must include an electronic payment database that stores every payment transaction processed by the Bidder. Functionality available to NYSDOL staff on the Administrative Site must be based on role groups determined by NYSDOL. These groups are; Administrative, Inquiry and Customer Service, which includes the ability to process payments on behalf of customers. The Bidder-hosted Administrative Site must be available 24 hours a day, seven days a week, 365 days a year, with the exception of agreed upon maintenance windows and notification to NYSDOL when expected maintenance is required.	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement.
4.2	Bidder must be able to accept, authenticate and parse a secured message (i.e. SAML) from NYSDOL, and use the authentication information form the secured message to log NYSDOL employees into the Bidder-hosted Administrative Site via single sign-on. **Note:** Secured message will include the role group assigned by NYSDOL. The role group will be used to identify the functionality available to the employee.	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement.
4.3	The Bidder must provide NYSDOL staff a view of all payment transactions. Payment transactions must be stored and displayed; and be filtered	The Bidder must affirm understanding of, and agreement to comply with, this requirement.

TABLE 2.4.A FUNCTIONAL REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
	and searchable at NYSDOL's discretion; (e.g. Customer ID number, application type, bank account number, ABA RTN number, processing year, date range, confirmation number, whether one-time or recurring, Tracking Number, payment amount). **Note:** Sensitive information, such as Social Security number, as identified by NYSDOL, may be masked to Bidder staff, but such information must be visible in full to NYSDOL.	The Bidder must describe how it will meet this Requirement.
4.4	The Bidder must provide NYSDOL staff the ability to cancel payment records on behalf of customers, ensuring that this functionality is available only to NYSDOL-authorized individuals and such transactions appear on the Data Output Files, if necessary. **Note:** Ability to cancel payments will vary by program as will the authorized NYSDOL-delegated staff. Business rules specific to each program will be provided during implementation.	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement.
4.5	The Bidder hosted Administrative site must also provide an online reporting system for the purpose of NYSDOL generating customized, ad-hoc and standard reports and to provide access to data specified in Requirement 3.3. The reporting system must contain data fields specified by NYSDOL, which will be finalized during implementation.	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement.
4.6	The Bidder's solution must accept one payment transaction for one or multiple debts owed.	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement.
5.	**Worker Protection Monetary System**	
5.1	The Bidder's solution must interface with the existing Worker Protection Audit and Monetary system and post payments to individual accounts in the system.	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement.
5.2	The Bidder's solution must interface with the existing Worker Protection Audit and Monetary system (WPM) to verify validity of inputted case id number for verification at the time of payment submittal.	The Bidder must affirm understanding of, and agreement to comply with, this requirement. The Bidder must describe how it will meet this Requirement.
END OF FUNCTIONAL REQUIREMENTS Table 2.4.A		

B. Development/Support Service Requirements

This section contains the specific Development/Support Service Requirements.

TABLE 2.4.B DEVELOPMENT/SUPPORT SERVICE REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
1.	**Internal Controls and Security for Physical Assets and Data**	
1.1	The Bidder must utilize generally accepted banking industry standards, including those outlined in NYS Department of Financial Services ("DFS") Regulations (http://www.dfs.ny.gov/legal/regulations/adoptions/dfsrf500txt.pdf), best practices and procedures to minimize the risk of loss, destruction or theft of physical assets and NYSDOL data. The Bidder must restrict and monitor access to confidential NYSDOL data. The Bidder must provide and maintain sufficient physical security measures to ensure that all appropriate and necessary precautions are taken to prevent unauthorized access to the designated processing sites and those sites are appropriately restricted and/or monitored for the safety and confidentiality of the assets of NYSDOL. The Bidder must hold all Subcontractors to all Requirements.	The Bidder must affirm understanding of, and agreement to comply with, this Requirement. The Bidder should provide details addressing the Requirement, including but not limited to: • The Bidder's existing internal controls and security procedures. • The security tools (e.g., locks, alarms, badges, cameras) to be used to ensure that physical security is maintained. • The prevention of unauthorized access to physical site(s); record keeping of such attempts; the methods used to address these attempts by the Bidder, and the method used to communicate them to NYSDOL. If Subcontractors are used, the Bidder must delineate who the Subcontractors are on **Attachment 3** (Listing of Proposed Subcontractors), the Subcontractor's EIN, if the Subcontractor is a NYS-certified M/WBE or SDVOB, a brief description of the services to be performed, and the processing location/address for Services performed.
1.2	The Bidder and any Subcontractor must not utilize any NYSDOL information for their own purposes. The data collected and maintained is solely for NYSDOL.	The Bidder must affirm understanding of, and agreement to comply with, this Requirement.
2.	**Operational Controls**	
2.1	The Bidder and any Subcontractor must utilize generally accepted industry standards and procedures to minimize the risks associated with physical and logical	The Bidder must affirm understanding of, and agreement to comply with, this Requirement.

TABLE 2.4.B DEVELOPMENT/SUPPORT SERVICE REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
	access, the availability of systems, confidentiality of information, processing integrity, and the privacy of personal information. At NYSDOL request, the Bidder will directly provide NYSDOL with an independent service auditors' report, for the Bidder's company and any Subcontractor company, on operational controls that focus on one or more control domains including security, availability, confidentiality, processing integrity and privacy. Such report will cover the design and effectiveness of controls and may include a service organization control ("SOC 2") report. NYSDOL will request the control domain(s) to be covered in the report and the frequency of the reports. The Bidder will provide annual reports to NYSDOL as a searchable PDF using a secure communication channel, e.g., using ITS Sterling or other secure electronic file transfer method, encrypted with a password to open the file, with the password provided separately. NYSDOL will agree to keep confidential and restrict access to such reports to only those of its employees, agents and external auditors who have a need-to-know for the Authorized Purpose, and to Authorized Persons. The Bidder will ensure that in the performance of the services under this Agreement, the Bidder, its employees, directors, officers and Subcontractors who may receive or have access to confidential information: • take all appropriate action to protect the confidentiality and integrity of all confidential information supplied to it or developed by it during the course of its performance under the Contract; • are required to abide by all State confidentiality policies and procedures; and	The Bidder should provide details addressing the Requirement, including but not limited to: • The approach used to present the Bidder's secrecy, security, and confidentiality provisions to employees for signature. • The Bidder's existing confidentiality procedures. • The screening process for staff to be hired by the Bidder, as well as any other persons having access to the processing area, within the Bidder's site. • Identification and designation of high-risk areas (e.g., data transmission areas) and any unique internal control and security procedures used to mitigate this risk. If Subcontractors are used, the Bidder must delineate who the Subcontractors are on **Attachment 3** (Listing of Proposed Subcontractors), the Subcontractor's EIN, if the Subcontractor is a NYS-certified M/WBE or SDVOB, a brief description of the services to be performed, and the processing location/address for Services performed.

TABLE 2.4.B DEVELOPMENT/SUPPORT SERVICE REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
	• are prohibited from copying, removing, communicating, or otherwise revealing any confidential information of NYSDOL. The Bidder must hold all Subcontractors to all Requirements.	
3.	**Network Security**	
3.1	The Bidder's network security must include: network firewall provisioning, intrusion detection, and regular third-party vulnerability assessments, which shall be available for NYSDOL to review upon request. The bidder must be minimally compliant with New York State ITS policies on security/firewall/intrusion detection as referenced in NYS-P03-002 IT Policy Information Security (https://its.ny.gov/document/information-security-policy) and NYS-S15-002 on Vulnerability Scanning (https://its.ny.gov/document/vulnerability-scanning). The Bidder must hold all Subcontractors to all Requirements.	The Bidder must affirm understanding of, and agreement to comply with, this Requirement. The Bidder must provide details addressing the Requirement, including but not limited to: • The prevention of unauthorized access to systems (i.e., code, data and network security); record keeping of such attempts; the methods used to address these attempts by the Bidder, and the method used to communicate them to NYSDOL. • The method used to record access to systems and data and how long these records are maintained. If Subcontractors are used, the Bidder must delineate who the Subcontractors are on **Attachment 3** (Listing of Proposed Subcontractors), the Subcontractor's EIN, if the Subcontractor is a NYS-certified M/WBE or SDVOB, a brief description of the services to be performed, and the processing location/address for Services performed.
4.	**Internal Controls Over Financial Reporting**	
4.1	The Bidder and any Subcontractor must utilize generally accepted industry standards and procedures to minimize the risk associated with the processing and reporting of financial and non-financial transactions. The Bidder will directly provide NYSDOL with an independent	The Bidder must affirm understanding of, and agreement to comply with, this Requirement.

TABLE 2.4.B DEVELOPMENT/SUPPORT SERVICE REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
	auditors' report, for the Bidder's company and any Subcontractor's company, on transaction processing controls and supporting information technology controls. Such report will cover the design and effectiveness of controls and is commonly referred to as a SOC 1 report. The Bidder will provide annual reports as a searchable PDF using a secure communication channel, e.g., using ITS Sterling or other secure electronic file transfer method, encrypted with a password to open the file, with the password provided separately. NYSDOL will agree to keep such reports confidential and restrict access to such reports to only those of its employees, agents and external auditors who have a need-to-know for the Authorized Purpose, and to Authorized Persons.	
5.	**Training and Training Tools**	
5.1	The Bidder must demonstrate its ability to adequately train Bidder's staff and NYSDOL staff. NYSDOL staff must also be trained on any changes made as well as any online tools that will be used. Training for NYSDOL staff must be completed at an acceptable NYSDOL facility.	The Bidder must affirm understanding of, and agreement to comply with, this Requirement. The Bidder must provide details addressing the Requirement, which should include: • a description of the training methods (e.g., hands-on, online) and materials to be used; • the number of hours of training that will be provided for the Program(s) functions; • identify who will be performing the training (e.g., Bidder or Subcontractor); and • a description of the circumstances that would require additional training and/or retraining.
6.	**Production Environment**	
6.1	The Bidder must use generally accepted industry standards to implement and	The Bidder must affirm understanding of, and agreement to comply with, this Requirement.

TABLE 2.4.B DEVELOPMENT/SUPPORT SERVICE REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
	operate the systems environment to ensure that the Requirements and performance standards are achieved. This must include the use of procedures, periodically adjusted by Bidder, for system operations, change control, capacity planning, performance management, problem management, backup (including off-site storage), business continuity, disaster recovery, and fail-safe operations. Transaction data must be backed up and be able to be retransmitted for up to six months from the original date. The systems environment must be scalable to accommodate future systems expansion. If the systems environment is shared, the Bidder must follow auditable procedures which ensure the security and confidentiality of NYSDOL programs and data.	The Bidder must provide details addressing this Requirement, including, but not limited to information on the systems environment(s) for these services.
7.	**Test Environment**	
7.1	The Bidder, or any Subcontractors the Bidder may use, must maintain a User Acceptance Test ("UAT") environment, separate from the production environment, which is configured to allow enhancements in a controlled environment. The test environment shall mimic the production environment and be continuously maintained. In order to conduct testing, the Bidder must provide test credit and debit card numbers for all accepted card types. The Bidder must provide NYSDOL access to a UAT environment that mimics end-to-end production and be compatible with NYSDOL UAT environment. The Bidder must perform routine maintenance to ensure that its UAT environment is in sync with its production environment and NYSDOL UAT environment (e.g., debtor identification files and NYSDOL DLN ranges per individual Programs).	The Bidder must affirm understanding of, and agreement to comply with, this Requirement. The Bidder must provide details addressing this Requirement which is desired to include: • Information on the system(s) environment(s) for these services. • Any standard schedule of when the Bidder's UAT environment is migrated to update the production environment (i.e., regular dates of production migration or freeze dates when production cannot be updated).

TABLE 2.4.B DEVELOPMENT/SUPPORT SERVICE REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
	There will be user testing during and after business hours and on non-Business Days. The Bidder must provide NYSDOL with an annual migration schedule for the upcoming year, with any planned code freezes, six months in advance. If any unplanned code freezes occur that are not on the schedule, NYSDOL must be updated within two Business Days. The Bidder must notify NYSDOL within a minimum of 60 days of becoming aware of a system change or upgrade (including those of any Subcontractor) that could affect NYSDOL systems and/or processes. Testing of these changes with NYSDOL will be at NYSDOL discretion.	
8.	**Automated Systems Design, Development, Maintenance, and Enhancement**	
8.1	The Bidder must adhere to generally accepted information technology standards for development, documentation, maintenance, and enhancement of the services to ensure the applications are secure from vulnerabilities and defects. This includes the use of auditable (by the Bidder) procedures for quality and version control and recommended practices as described in the links below, including any updates: • The CWE/SANS Top 25 Programming Errors – http://cwe.mitre.org/top25 ; and http://www.sans.org/top25-software-errors/ • The Open Web Application Security Projects ("OWASP") "Top Ten Project" – http://www.owasp.org The development tools and procedures must support rapid application development for the initial implementation and for addressing future changes.	The Bidder must affirm understanding of, and agreement to comply with, this Requirement. The Bidder must provide details addressing this Requirement, which is desired to include: • Provision of details relating to the applications solution; • Procedures for quality and version control; • Development tools and procedures that support implementation and future changes; and • Procedures for electronic payment data backup.

TABLE 2.4.B DEVELOPMENT/SUPPORT SERVICE REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
8.2	**Support and Maintenance on Bidder's Software & Hardware** The Bidder must provide support and maintenance for all Software and Hardware used to support the services in this RFP for both the Production site and the Disaster Recovery site. **Hardware support and maintenance** must include, but not be limited to: • Coverage on any equipment to be utilized to meet the Requirements in this RFP; • Replacement of all parts with manufacturer-certified replacement parts to maintain the equipment within the manufacturer's specifications; • Preventative maintenance, as required by the product specifications; and • Full maintenance service including emergency call back service on an as-needed basis, systematic examinations, adjustments, lubrication, repair and replacement of the system component parts. **Software support and maintenance** must include, but not be limited to: • Manufacturer/developer coverage on any Software utilized to meet the Requirements for all aspects of processing covered in this RFP (e.g., application and operating systems) throughout the duration of the Contract with NYSDOL; • Upgrades for new versions, interim releases, error corrections, updates, revisions, fixes and new releases to software and technical patches; and • All temporary fixes, as they are made available to all supported software customers, or reasonable attempts to make an emergency bypass to the problem.	The Bidder must affirm understanding of, and agreement to comply with, this Requirement. The Bidder is desired to describe as appropriate: • Age, make, and model of Hardware to be used. • Expected Software to be used, including the software developer and the current version. • Expected upgrade schedule and/or update schedule to all Hardware and Software. • How the Bidder will notify NYSDOL of modifications to Hardware/Software that are not included in the upgrade schedule.

TABLE 2.4.B DEVELOPMENT/SUPPORT SERVICE REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
	The Bidder must retain support and maintenance for the Software and Hardware utilized to provide services in this RFP as long as the manufacturer/ developer is supporting such Software and Hardware. Should the Software or Hardware no longer have the support of the manufacturer/developer the Bidder must ensure that they will upgrade to a supported version prior to the expiration of the support and maintenance. The Bidder must notify NYSDOL upon receipt of a notification of discontinuance of support/end of life for any Hardware and/or Software utilized to meet the Requirements of this RFP. The Bidder must provide NYSDOL at least 60 days prior notification of planned changes to the organization, expansion of services to other clients, any upgrades, and/or hardware and software modifications (including any initiated by Subcontractors) that either directly or indirectly impact required services.	
8.3	The Bidder, and any Subcontractor, must adhere to generally accepted information technology standards for systems maintenance. The Bidder must provide NYSDOL access to web applications 24 hours a day, seven days a week, 365 days a year, with the exception of agreed-upon maintenance windows. In addition, Bidder shall provide notification to NYSDOL 48 hours prior to any unexpected maintenance or unavailability to the extent reasonably practicable, but in no event less than one hour prior to taking the system down for unexpected maintenance or one-half hour after any unexpected unavailability.	The Bidder must affirm understanding of, and agreement to comply with, this Requirement.

TABLE 2.4.B DEVELOPMENT/SUPPORT SERVICE REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
9.	**Implementation Testing**	
9.1	The Bidder must agree to develop a joint testing plan with NYSDOL. The testing plan must include any periods of time when the Bidder is unable to provide a suitable test environment and/or to migrate system changes to production. Such 'freeze' periods will not disrupt implementation of the services. The Bidder must respond to defects discovered during testing within two Business Days. The Bidder must provide an information technology (IT) testing lead readily accessible to NYSDOL personnel. The Bidder will be required to facilitate UAT end-to-end tests, mimicking production, prior to certification. Testing will include both functionality testing and stress testing. NYSDOL staff will be involved in conducting the end-to-end testing. This end-to-end testing is separate from the Bidder's internal testing in a development environment. The Bidder, during the end-to-end testing, will work within timeframes dictated by NYSDOL. Timeframes such as freeze dates and check point dates will be clearly specified. The planned number of tests conducted during any testing will be at the sole discretion of NYSDOL.	The Bidder must affirm understanding of, and agreement to comply with, this Requirement. The Bidder must provide details addressing this Requirement, which is desired to include: • The days and hours the Bidder's web application in the UAT environment will be available to NYSDOL. • The days and hours the UAT environment will be available to send and receive test files from NYSDOL. • The days and hours the IT testing lead will be available to NYSDOL. • The UAT processing time required for each of the payment types (ACH Debit and Credit Card). This is desired to include the total processing time from payment initiation through data transmission to NYSDOL and report production.
9.2	NYSDOL shall have final testing signoff prior to go live.	The Bidder must affirm understanding of, and agreement to comply with, this Requirement.
10.	**Ongoing Testing**	
10.1	The Bidder will be required to perform tests at various times during the year, which will include all file transmissions, regardless of whether there are changes or not. This periodic testing must mimic production. The planned number of tests conducted during any testing will be at the sole discretion of NYSDOL. NYSDOL	The Bidder must affirm understanding of, and agreement to comply with, this Requirement.

TABLE 2.4.B DEVELOPMENT/SUPPORT SERVICE REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
	staff will be involved in conducting the testing. This testing is separate from the Bidder's internal testing in a development environment.	
11.	**Organizational Structure**	

11.1	The Bidder must demonstrate the ability to provide and maintain an organizational structure and level of staffing to adequately provide the services required by this RFP.	The Bidder must affirm understanding of, and agreement to comply with, this Requirement.
		The Bidder must describe how the Requirement will be addressed, including, but not limited to:
		• An organizational chart providing the structure that will support the services required by this RFP (including the overall corporate structure)
		• A single project/engagement manager responsible for development and implementation:
		  ○ the project manager's immediate direct reporting subordinates for systems development, user acceptance testing; and
		  ○ a description of the project manager's relevant experience.
		• The key executives, managers, and other key personnel, by name and title; their experience in managing ACH Debit and Credit Card payment services and data processing services; and, the amount of time that each will be allocated to the services. If not dedicated 100% for the services, identify the allocation of time that will be spent on the services.

12.	**Supporting Documentation**	
12.1	The Bidder must develop accurate and complete documents and procedures for any processes covered under this RFP. Such documentation must be made available to NYSDOL.	The Bidder must affirm understanding of, and agreement to comply with, this Requirement.

TABLE 2.4.B DEVELOPMENT/SUPPORT SERVICE REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
13.	**Performance Monitoring, Audits, and Reviews**	
13.1	The Bidder must cooperate fully with NYSDOL, the State, State control agencies, federal control agencies or their designees, in all performance reviews. Cooperation includes, but is not limited to, provision of all necessary documents in a timely manner and provision of adequate working space (e.g., private office, conference room or work stations, access to phone and data lines, high speed connections, photocopier, file cabinet with locks) to conduct such reviews. In addition to reviews by NYSDOL, the Bidder must cooperate fully with OSC or its designee(s), or any other appropriate New York State or federal oversight entity, for all aspects of audits and reviews.	The Bidder must affirm understanding of, and agreement to comply with, this Requirement.
14.	**Adaptability to Program Changes**	
14.1	The Bidder must respond rapidly or by a fixed deadline to functionality changes resulting from legislative or administrative requirements (often in constrained timeframes).	The Bidder must affirm understanding of, and agreement to comply with, this Requirement. The Bidder must provide details including, but not limited to, a description of the capabilities and limitations with regard to the ability to respond rapidly to change requests. It is desired that the following topics be discussed: • The methodology to be used to analyze program changes and the identification of the resource commitment to implement those changes. • The levels of flexibility (tolerance for change), built into the proposed processing approach. • The scalability of the physical site and automated environment to accommodate functionality changes and/or workload expansion.

TABLE 2.4.B DEVELOPMENT/SUPPORT SERVICE REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
15.	**Data Reports**	
15.1	Upon NYSDOL's request, the Bidder must develop and provide additional reports based on existing data collected or maintained by the Bidder as a result of the Services. The Bidder will provide such additional reports without cost to NYSDOL. Alternatively, the Bidder may provide an ad hoc reporting tool to NYSDOL for access to the existing data. Access to this tool must be provided without additional cost to NYSDOL. Bidder must provide as many logins to this tool as requested by NYSDOL.	The Bidder must affirm understanding of, and agreement to comply with, this Requirement.
16.	**Enhancements and Modifications**	
16.1	Due to the rapid pace of change and innovation in banking and financial services, it can reasonably be anticipated that during the term of any contract awarded as a result of this RFP, the Banking Services described may require enhancement or modification. Therefore, any proposal submitted must include a firm corporate commitment to work closely and cooperatively with NYSDOL to facilitate the implementation of any enhancements or modifications offered or requested by NYSDOL. The Bidder must periodically suggest enhancements or modifications that will benefit NYSDOL for consideration, including enhancements and modifications which improve productivity and/or mitigate suspicious or fraudulent activity. NYSDOL may also request that an awarded contractor provide enhancements or modifications requested by NYSDOL. NYSDOL, however, is under no obligation with regard to such enhancements or modifications, and reserves its rights to:	The Bidder must affirm understanding of, and agreement to comply with, this Requirement. The Bidder must submit: • its firm corporate commitment to work closely and cooperatively with NYSDOL to facilitate the implementation of any enhancements or modifications offered by the Bidder or requested by NYSDOL; • its agreement to work in good faith with NYSDOL and any other party to assist in the development and/or implementation of enhancements or modifications; • its plan for suggesting enhancements and modifications; and • its agreement that it will timely develop and implement an enhancement or modification if directed to do so by NYSDOL.

TABLE 2.4.B DEVELOPMENT/SUPPORT SERVICE REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
	• develop and/or implement enhancements or modifications internally at NYSDOL; and/or • obtain a third party to perform such work. The Bidder must agree to work in good faith with NYSDOL and any other party to assist in the development and/or implementation of enhancements or modifications and must timely develop and implement an enhancement or modification, if directed to do so by NYSDOL. All enhancements or modifications are subject to the Change Control process in **Appendix C** (Change Control Procedure). The awarded contractor shall timely develop and implement an enhancement or modification as directed by NYSDOL. Fees for such developments and implementations shall be negotiated by NYSDOL and the awarded contractor as soon as feasible following identification of intent to proceed with an enhancement development or implementation. The awarded contractor should not implement a NYSDOL-directed enhancement or modification into "live" production until such enhancement or modification has been accepted by NYSDOL and, when applicable, approved by the OSC Bureau of Contracts.	
17.	**Business Continuity/Disaster Recovery/Fail-safe Operations**	
17.1	The Bidder must provide a sufficient level of business continuity, disaster recovery, and fail-safe operations services to ensure that disruptions to services are not apparent to debtors or NYSDOL staff. All functionality and full redundancy must be within the CONUS. After preliminary award, but prior to contract execution, the awarded contractor must provide NYSDOL with a business continuity, disaster recovery, and	The Bidder must affirm understanding of, and agreement to comply with, this Requirement. The Bidder must provide an overview of the business continuity, disaster recovery, and fail-safe operations that can be provided to NYSDOL. The Bidder must identify any Subcontractor to be used in providing business continuity, disaster recovery, and fail-safe operations

TABLE 2.4.B DEVELOPMENT/SUPPORT SERVICE REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
	fail-safe plan ("Disaster Recovery Plan") that meets current industry standards. The bidder should refer to New York NYS-P03-002 IT Policy Information Security (https://its.ny.gov/document/information-security-policy) particularly noting that contingency plans "must be established and tested regularly." The Disaster Recovery Plan must provide alternative arrangements for all Services in the event of a short-term business interruption and/or long-term loss of performance capability. The awarded contractor must provide a sufficient level of business continuity, disaster recovery, and fail-safe operations to ensure that disruptions to Services are minimized with no negative impact to NYSDOL's revenue. All functionality must have full redundancy. The Disaster Recovery Plan must incorporate all alternate facilities, equipment, telecommunications lines, staff or other resources required to ensure continuity of Services which may be interrupted for any length of time by a disaster or other unforeseen event. The Disaster Recovery Plan must encompass all recovery activities for the original operating site and include a flow chart of the disaster recovery mechanism. The Disaster Recovery Plan must address how the security and confidentiality requirements are maintained during the relocation of operations to an alternate site(s), at the alternate site(s), and during restoration of the original operating site(s). During the initial implementation and at least annually, going forward, there will be joint NYSDOL/awarded contractor testing of the Disaster Recovery Plan and awarded contractor must verify and demonstrate to NYSDOL satisfaction that the awarded contractor's Disaster Recovery Plan is and continues to be effective.	services and include their role in providing these services. If Subcontractors are used, the Bidder must delineate who the Subcontractors are on **Attachment 3** (Listing of Proposed Subcontractors), the Subcontractor's EIN, if the Subcontractor is a NYS-certified M/WBE or SDVOB, a brief description of the services to be performed, and the processing location/address for Services performed.

TABLE 2.4.B DEVELOPMENT/SUPPORT SERVICE REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
	The Bidder must be able to interact with NYSDOL primary sites and emergency backup sites. If primary sites fail over to the backup sites, there should be no disruption.	
17.2	Upon request, the Bidder must provide to NYSDOL any independently prepared reports addressing Business Continuity/Disaster Recovery/Fail-safe Operations in regard to the Bidder's system and any Subcontractor system. The Bidder will provide such reports as a searchable PDF using a secure communication channel, e.g., using ITS Sterling or other secure electronic file transfer method, encrypted with a password to open the file, with the password provided separately. NYSDOL will agree to keep confidential and restrict access to such reports to only those of its employees, agents and external auditors who have a need-to-know for the Authorized Purpose, and to Authorized Persons.	The Bidder must affirm understanding of, and agreement to comply with, this Requirement.
18.	**Record and File Destruction**	
18.1	NYSDOL requires that when records maintained by the Bidder on behalf of NYSDOL in connection with these services become obsolete (as determined by NYSDOL or consistent with any regulatory retention requirements), such records shall be destroyed in such a manner that it cannot be recreated, and the security of the data will be maintained. The destruction of data must be performed in accordance with industry best practices. Prior to destruction of records, the Bidder shall request permission from NYSDOL, in writing, to destroy such records. After the destruction of the records, an officer or principal of the Bidder shall certify to NYSDOL, in writing and under	The Bidder must affirm understanding of, and agreement to comply with, this Requirement.

TABLE 2.4.B DEVELOPMENT/SUPPORT SERVICE REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
	penalty of perjury, that such destruction has been completed in accordance with the Office of Information Technology Services Policy for Sanitization/Secure Disposal in NYS-S13-003 found here: https://its.ny.gov/sites/default/files/documents/nys-s13-003_sanitization_secure_disposal_standard.pdf	
18.2	The Bidder will work with NYSDOL to develop a detailed transition plan: (i) upon notification of NYSDOL intent to terminate the Agreement or any portion thereof; or (ii) at least one year prior to the expiration date of the Agreement for the services covered in this RFP. NYSDOL will prescribe the disengagement process to be followed during the transition phase of the contract. This will include, but not be limited to: • Paper records, including, but not limited to, work papers, photo copies, computer printouts, and transcripts, must be returned to NYSDOL or destroyed by shredding or disintegrating. Destroy paper using cross cut shredders which produce particles that are 1 mm x 5 mm (0.04 in. x 0.2 in.) in size (or smaller), or pulverize/disintegrate paper materials using disintegrator devices equipped with a 3/32 in. (2.4 mm) security screen; • Inactivation of all NYSDOL accounts on the Bidder's system; • Transfer of all NYSDOL data from the Bidder's system to NYSDOL; • Removal of all NYSDOL data from the Bidder's system. Storage devices such as hard disk drives, thumb drives, and other magnetic media such as tapes, diskettes, or CDs/DVDs must be physically destroyed or securely overwritten to prevent unauthorized disclosure of State data; and	The Bidder must affirm understanding of, and agreement to comply with, this Requirement.

TABLE 2.4.B DEVELOPMENT/SUPPORT SERVICE REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
	• The Bidder must comply with all record destruction policies in accordance with the Office of Information Technology Services Policy for Sanitization/Secure Disposal in NYS-S13-003 found here: https://its.ny.gov/sites/default/files/documents/nys-s13-003_sanitization_secure_disposal_standard.pdf. **Documentation:** Bidders must provide to NYSDOL a record of the media sanitization or disposal and maintain a record of the destruction for a period of one year from the date of destruction. This record is to contain: • The date and time of the sanitization or disposal • A description of the data • A description of the media • The method of sanitization or disposal (clear/purge/physical destruction) • Bidder name that has contracted with NYSDOL. • Bidder contact name for information regarding the sanitization or disposal activity. • The name and title of the officer, such as the company CIO, ISO, or Privacy Officer, responsible for sanitization or disposal of media. This officer must sign and send the record via US Mail or email to the NYSDOL-designated contact. In addition, the Bidder must provide a letter via US Mail to the appropriate person designated according to the transition plan signed by an official authorized to bind the Bidder and notarized. This letter must affirm the Bidder has complied with the terms and conditions prescribed by NYSDOL.	
END OF TABLE 2.4.B: DEVELOPMENT/SUPPORT SERVICE REQUIREMENTS		

C. Implementation Requirements

This section contains the specific service and response requirements for this RFP. The Bidder must follow an agreed-upon Implementation Plan which will support the required development and customization activities for services, as applicable, within the specified timeframe. As stated in **Section 2.2 Implementation of the Services**, implementation of services must be completed within eighteen (18) months of NYSDOL request. NYSDOL will require a Certification for the implementation of services. The Certification should be a part of the Implementation Plan. Such Certification shall not be effective until accepted in writing by NYSDOL.

TABLE 2.4.C: IMPLEMENTATION REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
1.	**Implementation Plan**	

1.1	The Bidder must develop and provide an Implementation Plan which will support the required development and customization activities for each program, as applicable, within the required Implementation timeframe as specified in **Section 2.2**.
	The implementation plan shall include:
	• the set of documentation that will be used for the implementation of these programs.
	• all details related to standard setup requirements that NYSDOL would be expected to participate in.
	• the specific testing that will be required of the Bidder and testing that will be anticipated by NYSDOL.
	• integration of each of the required elements, identifying the key milestones, dependencies, associated time frames, responsible party, and points of NYSDOL approval. The preferred format for the implementation plan is MS Project.
	• the contact information for their:
	  ○ Bank Relationship Manager
	  ○ Testing Lead
	  ○ Implementation Manager
	The key milestones**, if applicable,** must include:
		The Bidder must affirm understanding of, and agreement to comply with, this Requirement.
		The Bidder must provide its preliminary Implementation Plan with details as outlined in the Requirement and may suggest other things to be included based on its experience.

TABLE 2.4.C: IMPLEMENTATION REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**

	• Joint Application Design ("JAD") sessions between NYSDOL and the Bidder to be recorded by the Bidder and provided to NYSDOL within the timeframe requested by NYSDOL.
	• Integration/development of each required system, including:
	  ○ Conceptual design
	  ○ Preliminary and final logical and physical database design
	  ○ Detailed system design review/approval points for each required function
	  ○ Agency certification
	• Testing, including:
	  ○ Component testing
	  ○ System testing
	  ○ User acceptance testing
	  ○ Integrated performance testing
	  ○ Stress testing
	  ○ End-to-end testing, mimicking the complete process
	  ○ Agency certification
	• System implementation
	• End-User and computer site preparation, including:
	  ○ Processing site selection
	  ○ Procurement completion
	  ○ Site preparation
	  ○ Equipment procurement, installation and testing
	  ○ Agency certification
	• Procedure(s) development, including:
	  ○ Function level procedures
	  ○ Internal forms
	  ○ Security and confidentiality
	  ○ Fail-safe and disaster recovery	

TABLE 2.4.C: IMPLEMENTATION REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**

	• Training development and execution, including:
	  ○ Training by function
	  ○ Supervisory training
	  ○ Staff training
	• Subcontractor procurement of services (if applicable)
	• Final certification
	For each milestone identified, the responsible party (i.e., Bidder, Subcontractor or State) must be indicated.	

END OF TABLE 2.4.C: IMPLEMENTATION REQUIREMENTS		

D. Cash Management Requirements

This section contains Cash Management Requirements.

TABLE 2.4.D: CASH MANAGEMENT REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
1.	**Undertaking for Bank Deposits and Assignment of Securities**	
1.1	If the Bidder is a bank, the Bidder must agree and sign (subsequent to award and prior to implementation) the Undertaking for Bank Deposits and Assignment of Securities Agreement (see **Attachment 4**).	The Bidder must affirm understanding of, and agreement to comply with, this Requirement.
2.	**Wire and ACH**	
2.1	The Bidder must wire, ACH or transfer funds from any accounts associated with the services as directed by NYSDOL.	The Bidder must affirm understanding of, and agreement to comply with, this requirement.
3.	**Debit Block**	
3.1	The Bidder must ensure the prevention of unauthorized debits, both paper remittance and EFT, presented against a State	The Bidder must affirm understanding of, and agreement to comply with, this Requirement.

TABLE 2.4.D: CASH MANAGEMENT REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
	account, and must report any such unauthorized debits to NYSDOL.	
4.	**Fraud Protection**	
4.1	The Bidder must ensure that each account has fraud protection service options. These options must include: • post no checks, and • a fraud filter with debit blocks and account filters in accordance with industry standards.	The Bidder must affirm understanding of, and agreement to comply with, this Requirement.
5.	**Funds Processing and Availability**	
5.1	If the Bidder is a bank, the Bidder must agree that: • Funds availability provided to NYSDOL is equivalent to the fund's availability provided to a Bank by the Federal Reserve for checks processed through the Federal Reserve; and • Funds availability to NYSDOL is equivalent to the fund's availability provided to the Bank by financial institutions for checks processed through direct send programs. The Bidder must inform NYSDOL of any changes that affect individual check end-point and availability schedules. Any changes and/or revised availability schedules must be transmitted to NYSDOL in a timely manner.	The Bidder must affirm understanding of, and agreement to comply with, this Requirement.
6.	**Automated Clearing House Network (ACH) Rules and Regulations**	
6.1	The Bidder must notify NYSDOL of NACHA rule changes that impact the processing of NYSDOL's transactions through the ACH network as soon as practicable prior to the change becoming effective.	The Bidder must affirm understanding of, and agreement to comply with, this Requirement.

TABLE 2.4.D: CASH MANAGEMENT REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
	The Bidder must also provide NYSDOL on an annual basis, the NACHA Rules, with periodic updates, as appropriate.	
END OF TABLE 2.4.D: CASH MANAGEMENT REQUIREMENTS		

E. Insurance Requirements

TABLE 2.4.E: INSURANCE REQUIREMENTS		
#	**REQUIREMENT**	**REQUIRED RESPONSE**
1.	**General**	
1.1	At the time of proposal submission, the Bidder's company and all staff must be insured against financial losses resulting from Bidder's actions or that of their employees'.	The Bidder must provide its current insurance information, including information describing the coverage and effective dates.
END OF TABLE 2.4.E: INSURANCE REQUIREMENTS		

F. Performance Standards, Liquidated Damages, Fees, and Reimbursements

1. Purpose of the Performance Standards

Performance Standards establish the acceptable level of service for all aspects of the Bidder's processing systems and operations.

2. Performance Standard Changes

Performance Standards reflect current statutes, rules, regulations, policies and procedures. ~~NYSDOL may unilaterally establish a new Performance Standard that is mandated by New York State legislative action or New York State executive action and awarded contractor shall comply with any new Performance Standard.~~ NYSDOL may, upon written notice, establish a new Performance Standard that is mandated by New York State legislative action or New York State executive action and awarded contractor shall comply with any new Performance Standard.- In addition, program changes that alter the existing processing requirements may require the Performance Standards to be adjusted accordingly as noted in **Table 2.4.B.16.1,Enhancements and Modifications** and **Appendix C, Change Control Procedure**.

3. Bidder Compliance with Standards

The NYSDOL performance monitoring program for the Contractor's provision of services pursuant to this RFP is a means to evaluate compliance with the Performance Standards. The Contractor's performance will be evaluated through reviews and audits to assess the effectiveness of specific functions and/or processes and determine compliance with the Performance Standards. More specifically, the performance monitoring program evaluates whether:

a. Appropriate controls are implemented and maintained for complete and accurate processing of reports and electronic files consistent with the Performance Standards.

b. Security measures are implemented and maintained, consistent with the Performance Standards.

c. Fail-safe/disaster recovery and business continuity capability is maintained, consistent with the Performance Standards.

d. Complete and accurate documentation is maintained, consistent with the Performance Standards.

e. Manual procedures and automated processing systems are implemented and maintained, consistent with the Performance Standards.

4. Liquidated Damages, Fees and Reimbursement Structure

Failure to comply with the Performance Standards, as determined by NYSDOL, may result in the imposition of liquidated damages and reimbursements. Additionally, civil and/or criminal penalties exist for violation of secrecy and confidentiality statutes.

5. Alternative Language

As presented below, in table 2.4.F, Performance Standards, Liquidated Damages, Fees, and Reimbursements represent NYSDOL's preferred standards. The Bidder may propose alternative language for the performance standards and liquidated damages. Such alternative language will be scored utilizing a scaled rating whereby an affirmation of NYSDOL's standard and/or liquidated damage receives the highest rating and the maximum deviation from a standard or liquidated damage receives the lowest rating. Bidders who do not propose any alternative language are presumed to agree with all conditions and will receive all of the points for the performance standard(s).

NYSDOL will not accept any alternative language to the Performance Standard 3, Security. NYSDOL will not accept any alternative language that reduces a liquidated damage by more than 25% for specified monetary damages. NYSDOL will not accept alternative language for or any reduction or limitation of the reimbursements or fees.

Any alternative language which does not meet the above qualifications will be disregarded and will receive the lowest rating for the standard.

The imposition of liquidated damages, fees, and requests for reimbursements are at NYSDOL's discretion.

The Bidder must be in compliance with all standards.

TABLE 2.4.F: PERFORMANCE STANDARDS, LIQUIDATED DAMAGES, FEES, AND REIMBURSEMENTS		
#	**PERFORMANCE STANDARDS**	**LIQUIDATED DAMAGES, FEES, & REIMBURSEMENTS**
1.	**Environment/Implementation**	
1.1	All hardware, software, development, and other activities (including creation and maintenance of Detailed System Design ("DSD") and procedure documentation), required to complete UAT and certification activities for implementation or subsequent systems modifications and maintenance, must be complete and operational according to the agreed-upon implementation schedules and requirements.	A fixed fee of $15,000 per day if any component(s) of the initial environment, development, UAT, and certification activities for implementation or subsequent systems modifications and enhancements are not complete and operational according to the agreed-upon implementation schedules and requirements.
2.	**Change Management**	
2.1	The Bidder must provide NYSDOL at least sixty (60) days prior notification of planned changes to the organization, expansion of services to other clients, and/or hardware and software modifications (including any initiated by Subcontractors) that either directly or indirectly impact required services.	Reimbursement to NYSDOL and/or payee for any expenses, loss of revenue, etc. for failure to meet the standard; **and/or** Liquidated damages of $2,500 for each prior notification violation. Corrective action and a timetable will be specified by NYSDOL for each violation.
3.	**Security**	
3.1	The Bidder must implement and maintain adequate logical system security, or logical system security according to the agreed-upon Requirements, to prevent unauthorized access to customer and State data and/or State depository accounts. The Bidder must maintain physical security and internal controls for all sites and services required to adequately prevent or minimize the risk of loss, destruction or theft of physical assets and unauthorized access. The Bidder must implement and maintain the agreed-upon security and confidentiality measures articulated in its technical proposal response and adhere to security and confidentiality requirements, and	~~Reimbursement to NYSDOL and/or its customers for any expenses including, but not limited to loss of revenue, identity theft, or theft of funds for failure to meet the standard;~~ Reimbursements to NYSDOL and/or its customers for any direct damages including, but not limited to, fees associated with preventing or remedying identity theft and theft of funds occurring as a result of the failure to meet the standard; **and/or** Liquidated damages of $5,000 for each violation of unauthorized access, each violation of the security and confidentiality measures, or each failure to support State's efforts to investigate and/or prosecute the

TABLE 2.4.F: PERFORMANCE STANDARDS, LIQUIDATED DAMAGES, FEES, AND REIMBURSEMENTS		
#	**PERFORMANCE STANDARDS**	**LIQUIDATED DAMAGES, FEES, & REIMBURSEMENTS**
	implement any corrective actions as reasonably mandated by NYSDOL. The Bidder must agree to support State efforts to investigate criminal violations by the Bidder, its employees and Subcontractors as mandated under the Agreement and support efforts to criminally prosecute those who have violated the secrecy provisions of the NYS Labor Law and the Internal Revenue Code with respect to the Services.	Bidder's employees, or Subcontractor's employees, as they relate to the Services. Corrective action and a timetable will be specified by NYSDOL for each violation. Additional liquidated damages of $5,000 per day for failure to abide by breach or security incident notification requirement.
4.	**Business Continuity/Disaster Recovery/Fail-Safe Operations**	
4.1	The Bidder must develop, implement, and maintain the agreed-upon business continuity, disaster recovery, and fail-safe operations articulated in its technical proposal response throughout the duration of the Contract, and execute the services, when necessary, utilizing an agreed-upon communication plan.	Reimbursement to NYSDOL and/or payee for any expenses, loss of revenue, etc., for failure to meet the standard; **and/or** Liquidated damages of $25,000 for each incident the Bidder failed to maintain the agreed-upon business continuity, disaster recovery, and fail-safe operations process which impact the services.
5.	**Performance Monitoring, Audits and Reviews**	
5.1	The Bidder must cooperate fully with NYSDOL, State control agencies (for example, OSC), federal monitoring agencies, and/or their designee(s) for all performance monitoring, audits, and reviews.	Liquidated damages of $1,000 per day for each failure to meet this standard.
6.	**Processing and Deposit**	
6.1	All ACH Debit transactions must be processed, and payments deposited in accordance with the agreed-upon timeframes.	A fixed fee of $10 per day for each ACH Debit transaction that fails to be processed and deposited. **and/or** Reimbursement to NYSDOL for any expenses, loss of interest, etc. for failure to meet the standard.
6.2	All Credit Card transactions must be processed, and payments deposited in	A fixed fee of $10 per day for each Credit Card transaction that fails to be processed and deposited.

TABLE 2.4.F: PERFORMANCE STANDARDS, LIQUIDATED DAMAGES, FEES, AND REIMBURSEMENTS		
#	**PERFORMANCE STANDARDS**	**LIQUIDATED DAMAGES, FEES, & REIMBURSEMENTS**
	accordance with the agreed-upon timeframes.	**and/or** Reimbursement to NYSDOL for any expenses, loss of interest, etc. for failure to meet the standard.
6.3	All payment transaction and deposits must be accurate, complete, and processed in accordance with the Functional Requirements.	A fixed fee of $100 for each payment transaction or deposit failure. **and/or** Reimbursement to NYSDOL for any expenses, loss of interest, etc. for failure to meet the standard.
7.	**Payment Support Services**	
7.1	90% of all phone calls to the Bidder's Customer Service Representative's ("CSR") must be answered within 120 seconds on a daily basis. Bidder's actual service levels must be reported on a monthly basis.	Liquidated damages of $500 per Business Day **and/or** Reimbursement to NYSDOL for any expenses, loss of revenue, etc., for failure to meet the standard.
7.2	100% of all phone calls to the Bidder's IVR must be handled. Bidder's actual service levels must be reported on a monthly basis to NYSDOL.	Liquidated damages of $500 per missed call **and/or** Reimbursement to NYSDOL for any expenses, loss of revenue, etc., for failure to meet the standard.
7.3	Customer service provided to NYSDOL staff must be provided as specified in the Functional Requirements.	Liquidated damages of $500 per failure to meet the standard **and/or** Reimbursement to NYSDOL for any expenses, loss of revenue, etc., for failure to meet the standard.

TABLE 2.4.F: PERFORMANCE STANDARDS, LIQUIDATED DAMAGES, FEES, AND REIMBURSEMENTS		
#	**PERFORMANCE STANDARDS**	**LIQUIDATED DAMAGES, FEES, & REIMBURSEMENTS**
7.4	The Bidder-Hosted Administrative Site must be available 24/7, 365 days per year with the exception of agreed-upon maintenance windows and notification to NYSDOL if any unexpected maintenance or downtime is required.	Liquidated damages of $500 per outage. **and/or** Reimbursement to NYSDOL for any expenses, loss of revenue, etc., for failure to meet the standard.
7.5	The Bidder must provide debtor access to web applications 24 hours a day, seven days a week, 365 days a year, with the exception of agreed-upon maintenance windows. In addition, Bidder shall provide notification to NYSDOL 48 hours prior to any unexpected maintenance or downtime to the extent reasonably practicable, but in no event less than one hour prior to taking the system down for unexpected maintenance or one half-hour after unexpected downtime.	Liquidated damages of $5,000 per failure to provide notification, liquidated damages of $500 per transaction that fails to complete. **and/or** Reimbursement to NYSDOL for any expenses, loss of revenue, etc., for failure to meet the standard.
7.6	Debtor service via Bidder's Call Center representatives must be complete and accurate.	A fixed fee of $2,500 for each instance where the interaction between the Bidder and taxpayer causes a payment to be incomplete and/or inaccurate and $2,500 for each day until such instance is rectified; **and/or** Reimbursement to NYSDOL and/or debtor for any expenses, loss of revenue, etc., for failure to meet the standard.
7.7	Debtor service via Bidder's IVR must be complete and accurate.	A fixed fee of $2,500 for each instance where the IVR causes a payment to be incomplete and/or inaccurate and $2,500 for each day until such instance is rectified; **and/or** Reimbursement to NYSDOL and/or debtor for any expenses, loss of revenue, etc., for failure to meet the standard.
7.8	Support service to NYSDOL staff must be complete and accurate.	A fixed fee of $2,500 for each instance where the interaction between the Bidder and NYSDOL causes a payment to be incomplete and/or inaccurate and $2,500 for each day until such instance is rectified; **and/or**

TABLE 2.4.F: PERFORMANCE STANDARDS, LIQUIDATED DAMAGES, FEES, AND REIMBURSEMENTS		
#	**PERFORMANCE STANDARDS**	**LIQUIDATED DAMAGES, FEES, & REIMBURSEMENTS**
		Reimbursement to NYSDOL and/or debtor for any expenses, loss of revenue, etc., for failure to meet the standard.
7.9	The Bidder-Hosted Administrative Site's data must be complete and accurate.	A fixed fee of $2,500 for each instance where the Bidder-hosted Administrative site is not available and/or provides inaccurate data and $2,500 for each day until such instance is rectified; **and/or** Reimbursement to NYSDOL and/or debtor for any expenses, loss of revenue, etc., for failure to meet the standard.
8.	**Transmissions, Files and Reports**	
8.1	All data transmissions, files and reports must be complete, accurate, and provided in accordance with NYSDOL agreed-upon timeframes.	A fixed fee of $2,500 for each such failure and $2,500 for each day until such failure is rectified.
END OF TABLE 2.4.F: PERFORMANCE STANDARDS, LIQUIDATED DAMAGES, FEES, AND REIMBURSEMENTS		

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Section 3: Cost Requirements

In response to this section, the Bidder must complete and submit a signed **Attachment D-Cost Proposal Form**. The Cost Proposal Form shall comply with the mandatory format and content requirements described in **Attachment D.** A Bidder's failure to comply with the mandatory format and content requirements may result in disqualification. Bidders must provide all pricing information requested on **Attachment D** and **must not modify or change the Attachment.** Any pricing or add-on costs that do not conform will be disregarded as extraneous, will not be evaluated and cannot be charged to NYSDOL after award of a contract. The Bidder must ensure, in writing, that no additional costs will be assessed directly against the bank accounts associated with this RFP.

All Service lines on **Attachment D** must be inclusive of all costs associated with the services. All pricing provided in response to the responses to the requirements included in this RFP must be inclusive of travel, meals and lodging and other ancillary costs There must be no additions, deletions or omissions of service lines from the response form; if the Bidder proposes a zero-value fee for any Service lines, that service line should be marked as zero and not left blank. **No other add-on costs are permitted.**

Please note **Attachment D** has separate sections based on the Program, a proposal must be submitted for each Program.

The transaction fees and convenience fees paid from DOL payor/debtor shall not increase throughout the term of the contract.

3.1 Method of Compensation

The bidder must assume all transactions fees and will build a per transaction fee structure to cover all fees incurred from any method of payment accepted by the completion of this RFP or any enhancement that may follow. NYSDOL will not be responsible for the payment of any transaction fee incurred; however, transaction fees may be billed to Labor's payor/debtor along with a credit card convenience fee (See Section 3.2.) The bidder must detail its fee structure in its proposal **(Attachment D.)**.

NYSDOL will pay all fees relating to implementation and enhancements. The bidder must detail its implementation fees in its proposal, as well as its enhancement fees. Enhancement fees will be billed on an hourly basis from on approved change control.

3.2 Bidder Fees

The fully-loaded transaction fees must include all costs related to services required in this RFP, including, but not limited to staffing, facilities, equipment, systems maintenance, management, program support activities, training, and any indirect costs. The transaction fee shall be billed to NYSDOL's payor/debtor during payment process on bidders.

However, if NYSDOL initiates change controls which result in efficiencies, it is expected that Bidder Transaction Fees will be reduced through the change control procedures (see **Appendix C – Change Control Procedure**).

Credit Card Convenience Fee shall be based on a percentage of credit card transaction and paid by NYSDOL's payor/debtor credit card when submitting their payment. Transaction fees are not allowed to have a minimum fee charged.

3.3 Cost Proposal and Required Responses

TABLE 3.3.A: COST PROPOSAL REQUIREMENTS AND REQUIRED RESPONSES	
#	**REQUIREMENT**
1.	**Development Fees**
1.1	**One-Time Development**
	The Bidder must provide development costs incurred prior to the operational date (including, but not limited to, system development, testing, and all program support requirements).
2.	**SYSTEM ENHANCEMENTS**
	Hourly rates for system enhancements should not include travel costs. Travel-related expenses associated with system enhancements shall be reimbursed in accordance with the NYS Office of State Comptroller guidelines.
	Level I: 24 – 59 months experience; can work without assistance. **Level II:** 60 – 83 months experience; can work independently and provide leadership to team members. **Level III:** 84 months or more experience; can provide leadership to a large team(s); considered to be at the top of his/her field.
	Project Management: Indicate the hourly/per person rate for project management services associated with system enhancements.
2.1.A.	**Project Manager:** • Oversees projects comprised of multiple deliverables and/or phases. • Delegates and coordinates tasks. • Coordinates project status, meetings, scope changes, issues.
	Business Analyst: Indicate the hourly/per person rate for business analysis services associated with system enhancements.
2.1.B.	**Business Analyst:** • Manages small to medium-scale business analysis work or projects with distinct deliverables to a solution. • Performs analysis that provides a link between the technical solutions available and the business objectives of the customer.

TABLE 3.3.A: COST PROPOSAL REQUIREMENTS AND REQUIRED RESPONSES	
#	**REQUIREMENT**
	• Assists with elicitation, translation, analysis and organization of business requirements.
	Development: Indicate the hourly/per person rate for development services associated with system enhancements.
2.1.C.	**Programmer:** • Analysis, design, programming, component and assembly testing of all application code owned by the Application Team. • Maintenance (including production support), enhancement and development work. • Write application software, data analysis, data access, data structures, data manipulation, databases, design, programming, testing and implementation, technical and user documentation, and software conversions.
2.1.D.	**Specialist:** • Experienced in the usage and support of a collection of development platforms, technical architectures, or business applications and products that run on those platforms, beyond that of a Programmer. The Authorized User may seek Specialists in the following areas (list is not exhaustive): • Security • Web Service Integration
	Testing: Indicate the hourly/per person rate in testing services associated with system enhancements.
2.1.E.	**Tester:** • Understands the user's view of applications and/or technology and is able to ensure the software meets the customers' expectations and company quality standards. • Creates test data, test conditions and executes testing of the application software to ensure all errors are identified and corrected before release. • Ensures all functional requirements have been met. • Identifies defects and issues timely, suggests solutions, and assists with the resolution and reproduction of problems. • Develops and maintains user and technical documentation and project process documentation for Application Teams.

TABLE 3.3.A: COST PROPOSAL REQUIREMENTS AND REQUIRED RESPONSES	
#	**REQUIREMENT**
3.	**Transaction Fees**
3.1	**ACH Debit**
	This fee must include all costs related to ACH Debit transaction processing required in this RFP, as well as system maintenance. Proposed ~~percentage~~ flat fee-based ACH Debit transaction fees will be paid by NYSDOL's payor/debtor.
3.2	**Credit Card**
	This fee must include all costs related to Credit Card transaction processing required in this RFP, as well as system maintenance. To be paid by the payor/debtor.
4	**Credit Card Convenience Fee**
4.1	Indicate the percentage-based convenience fee (with no minimum fee) for credit card transactions to be paid by the NYSDOL payor/debtor.
REQUIRED RESPONSE – ATTACHMENT D, COST PROPOSAL	
The Bidder must complete and submit **Attachment D**, **Cost Proposal,** which affirms the Bidder's understanding of, and agreement to comply with, the Cost Proposal Requirements of this RFP.	
END OF TABLE 3.3.A: COST PROPOSAL REQUIREMENTS AND REQUIRED RESPONSES	

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Section 4: Administrative Requirements

The following administrative requirements apply to this RFP, and a failure to comply fully with the requirements may result in disqualification of a proposal. See **Section 6, Proposal Content**, for documents discussed in this Section. Bidders must be willing to enter into a Contract substantially in accordance with the terms of the RFP and Appendix GTC if the bidder is selected for a contract award. With regard to Banking Services Schedule and other standard Bank-related material that may be submitted with its proposal, Bidders should note that nothing contained in such Schedules and materials shall be effective to the extent that it constitutes a variance with the terms or requirements of the RFP or its appendices, attachments or exhibits.

This RFP may, from time to time, be amended or have addenda issued. It is the Bidder's responsibility to become aware of any such amendments and/or addenda prior to submission of a proposal. All amendments and/or addenda to procurement documents will be posted to the NYSDOL website. Only the NYSDOL website will contain all amendments and/or addenda to the procurement documents, including the Responses to Written Questions. Bidders should review the NYSDOL website prior to submission of a proposal to ensure that they have all information required to submit a complete and responsive proposal.

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Bidder shall immediately notify the Designated Contact (**See Section 1.1**) of such error in writing and request clarification or modification of the document as outlined in **Section 1.8**.

If, prior to the Deadline for Submission of Proposals in **Section 1.2**, a Bidder fails to notify the Designated Contact of a known error or an error that reasonably should have been known, the Bidder shall assume the risk of the proposal. If awarded a contract, a Bidder shall not be entitled to additional compensation by reason of the error or its correction.

The Bidders Administrative Proposal must contain the requirements outlined in the RFP and **Appendix GTC**, and are specified in **Section 7.3, Administrative Proposal Response**. An incomplete proposal may be eliminated from consideration.

4.1 Cover Letter

Submit a cover letter on your letterhead, signed by an officer or director of your organization, certifying (1) the accuracy of all information in the Proposal, (2) compliance with requested contents, (3) how long the Proposal will remain valid - which must be a minimum of 180 calendar days from the deadline for the receipt of Proposals, and (4) any claimed exemption(s) from disclosure under the Freedom of Information Law (FOIL) for proposal responses/sections marked and identified as "confidential" or "proprietary," setting forth the reasons for the claimed exemption (see Section 6.10, below).

4.2 Conformance to the RFP

Proposals must conform to the terms set forth in the RFP, because extraneous terms or material deviations (including addition, inconsistent, conflicting or alternative terms) may render the Proposal nonresponsive and may result in rejection of the Proposal. However, acceptance by NYSDOL of a Proposal that contains extraneous terms, assumptions and/or expectations shall not be deemed

acceptance by NYSDOL of the extraneous terms, assumptions and/or exceptions. Extraneous terms assumptions and/or exceptions that are determined to not be material deviations will be considered during Contract development.

To the extent a potential Bidder has any potential extraneous terms, assumptions and/or exceptions, that could be deemed material deviations, the Bidder must submit question in accordance with **Section 1.8** of this RFP.

Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, Contracts or other documents) that are attached or referenced with submissions shall not be considered part of the proposal or resulting Contract but shall be deemed included for informational or promotional purposes only.

No extraneous term(s), whether or not deemed “material,” shall be incorporated into a Contract unless submitted in accordance with the above and NYSDOL expressly accepts each such term(s) in writing. Acceptance and/or processing of the Proposal shall not constitute such written acceptance of Extraneous Term(s).

4.3 Equal Opportunity and Nondiscrimination

Submit assurance that the Bidder is an equal opportunity employer and will comply with all relevant Federal and State Equal Opportunity and Nondiscrimination Laws, Regulations and Executive Orders.

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Section 5: Contracting

5.1 NYSDOL's Rights to Proposals

By submitting a Proposal, the Bidder covenants not to make any claim for, or have any right to, damages because of any misinterpretation or misunderstanding of the specification, or because of any misinformation or lack of information. NYSDOL has the following prerogatives regarding Proposals submitted:

A. To change any of the scheduled dates upon appropriate notification to all prospective Bidders;

B. To accept or reject any or all Proposals, or severable portions of Proposals;

C. Prior to the Bid opening, to amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available; and to direct Bidders to submit Proposal modifications addressing subsequent amendments;

D. To disqualify a Bidder from receiving an award if the Bidder, or anyone in the Bidder's employ, has previously failed to perform satisfactorily in connection with public bidding or Contracts;

E. To assert ownership of any and all proposals;

F. To disqualify any Bidder whose conduct and/or Proposal fails to conform to the requirements of the RFP;

G. To obtain additional information relevant to making its determination from the unawarded contractor, the awarded contractor, or any other source NYSDOL deems appropriate;

H. NYSDOL may, in its sole discretion, waive any deadline or requirements set forth in these procedures, or consider any materials submitted in writing, beyond the time period set forth herein;

I. To correct any arithmetic errors in any or all Proposals;

J. To waive or modify minor technicalities, irregularities, and omissions in Proposals, after notification to the Bidder;

K. To accept or reject illegible, incomplete, or vague Proposals;

L. To seek clarifications of Proposals;

M. To adopt any part or all of an awarded contractor's Proposal;

N. To utilize any and all ideas submitted in the Proposals unless those ideas are protected by intellectual property laws;

O. To consider conditional or revocable Proposals which clearly communicate the terms or limitations of acceptance; and Contract award may be made in compliance with the Bidder's conditional or revocable terms in the Proposal;

P. To postpone, cancel, or not issue an award from this solicitation;

Q. To have any service completed via separate competitive Proposal or other means, as determined to be in the best interest of NYS;

R. To have the flexibility to consider Proposals with minor deviations or technicalities and to waive minor deviations or technicalities that may be consistent with the intent and scope of the solicitation. This flexibility may permit a reasonable outcome in cases where the results of a fair, competitive process are clear, but the award of a Contract is threatened due to a minor technicality or a minor deviation;

S. To negotiate with the selected Bidder(s) prior to Contract award; and

T. To begin negotiations with another Bidder should NYSDOL be unsuccessful in negotiating a Contract with the selected Bidder(s) within 30 calendar days from the date of the award notice.

5.2 NYSDOL's Responsibilities

NYSDOL's Purchase Unit will oversee the development and execution of the Contract(s) resulting from this RFP.

NYSDOL's Unemployment Insurance Division will oversee implementation of the Contract(s) awarded through this RFP, including regular monitoring of implementation and performance of the Contract(s).

Funding for the activities outlined in this RFP will come from Federal & State funds and is subject to State and/or Federal legislative appropriations.

5.3 Contractor's Responsibilities

The act of submitting a Proposal indicates the Contractor's acceptance of the provisions and conditions contained in this RFP and all appendices, attachments, and exhibits.

The Contractor shall be responsible for any work performed by any subcontractors and to pay such subcontractors for any work performed under any sub-contracts resulting from this RFP. The subcontracting of any of the work provided for under this Contract must be done with the prior, written approval of NYSDOL. Such approval shall not be unreasonably withheld. It is understood that NYSDOL will only be in contract with the Contractor and will only pay the Contractor for work performed by subcontractors on a reimbursement basis.

Section 6. General Terms and Conditions

In addition to the terms and conditions set forth in **Appendix A, Standard Clauses for New York State Contracts**, and **Appendix GTC, General Terms and Conditions**, the following terms and conditions apply to all Bidders responding to this RFP.

6.1 Agreement Period

The term of the contract awarded from this RFP shall be for a period of up to nine (9) years, commencing on the date of approval of the Agreement by the New York Office of the Attorney General (NYOAG) and New York Office of the State Comptroller (NYOSC) and is inclusive of a transition period of up to 12 months and shall commence on the date of the contract's approval by the OSC Bureau of Contracts. The use and length of the transition period is at the sole discretion of NYSDOL.

The Contractor must agree to continue to provide all services during the transition period in accordance with the contract and such other terms and conditions as may be mutually agreed to by the parties.

The total amount of the contract will reflect an amount that NYSDOL estimates will be available to the Contractor over the entire term of the contract. However, funding for the contract will generally only be available in one (1) year increments.

Any changes to the contract awarded based on this RFP must be in writing with the mutual consent of both parties. All changes to the services and fees set forth in the RFP must be initiated through a written amendment agreed upon by the Contractor and NYSDOL. Any and all changes to the contract are subject to the approval of the NYOAG and NYOSC.

6.2 Price Adjustments

NYSDOL agrees to pay Contractor in accordance with the fees set forth by the Contractor in Attachment D, Cost Response Form. Fees to NYSDOL (implementation and enhancement hourly rates) shall not be increased for three years. No increase to payor/debtor transaction or convenience fees are allowed for the contract term.

The Contract may request an increase by providing NYSDOL with 60-days' notice prior to the anniversary date for Year 4, 5, and 6, if applicable. Such increase will be limited to the lesser of 3% or Consumer Price Index for All Urban Customers (CPI-U), Table A, as reported by the USDOL, Bureau of Statistics for the preceding twelve (12) month period over the prior year's fee. The NYSDOL reserves the right to decrease pricing at the same rate as a decrease in the CPI. Failure of a Contractor to request an increase in accordance with this section for a preceding year shall not entitle a Contractor to an increase in excess of the lesser of 3% or CPI-U for the preceding twelve (12) month period over the prior year's fee.

Any increase granted shall be effective on the contract anniversary date and calculated using the index number published four months preceding the anniversary date of the contract. If at any time the above index is discontinued or becomes unavailable, NYSDOL reserves the right to implement a

comparable index. **Note:** All requested increases shall be subject to negotiation between NYSDOL and the Bidder and, if necessary, must be approved by OSC's Bureau of Contracts.

6.3 Termination

For information regarding termination, see **Appendix A,** Section 1 (Executory Clause); **Appendix GTC, Appendix GTC,** Section 2.16); and the following:

Upon Conviction of Certain Crimes

NYSDOL reserves the right to terminate the Contract in the event it is found that a member, partner, director or officer of Contractor is convicted of one or more of the following: Bribery Involving Public Servants and Related Offenses as defined in Article 200 of the New York State Penal Law; Corrupting the Government as defined in Article 496 of the New York State Penal Law; or Defrauding the Government as defined in Section 195.20 of the New York State Penal Law.

Suspension of Work

NYSDOL, in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, in the best interests of NYSDOL. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze or reduction in State spending, declaration of emergency, Contract compliance issues; or other circumstances. Upon issuance of such notice, the Contractor is not to accept any work requests, and such comply with the suspension order. Activity may resume at such time as NYSDOL issues a formal written notice authorizing a resumption of performance under the Contract.

6.4 Security/Confidentiality Requirements

For information regarding Security and Confidentiality requirements see **Appendix GTC**, sections 2.23 (General Confidentiality, Non-Disclosure, Information Security, Ownership, and Security) and 2.24 (Breach of Security Incidents);, and the following:

The Contractor warrants, covenants, and represents that, in the performance of the Contract, Contractor, its agents, Subcontractors, officers, distributors, resellers, and employees will comply fully with all security procedures of NYSDOL set forth in the Contract or otherwise communicated in advance to the Contractor, including but not limited to physical, facility, documentary and cybersecurity rules, procedures, and protocols.

Security During the Course of Delivering Contract Services

The Contractor shall be solely responsible for the safety and security of all NYSDOL Project sites, facilities, and components during the term of the engagement, with the exception that Contractor is not responsible for overall building security where a NYSDOL site is under the control and management of NYSDOL or NYS agencies. Contractor remains responsible, however, for security of Project components or equipment within such buildings (e.g., secure equipment enclosures within the space provided by such agencies). The Contractor shall be responsible for and shall correct any failure or theft of any component or portion of the Project due to inadequate physical and/or information security at its cost and expense.

The physical security and the information security of Project data shall be provided at a level commensurate with that normally established for a similar modern system.

Access by Personnel

The Contractor, its officers, agents, subcontractors, and their employees and independent Contractors, shall be required to comply with all applicable facility and information security policies and procedures of NYSDOL and New York State in performing the scope of work under the Agreement. Such policies and procedures shall be communicated to the Contractor as a condition precedent to Contractor's obligations under this paragraph.

Contractor warrants that each individual performing work under an Agreement is legally eligible to work in the United States and that such eligibility shall be maintained at all times during the engagement while the individual is accessing any NYSDOL facilities, information systems, or data contained therein.

NYSDOL reserves the right, in its sole discretion, and without liability to the Contractor's officers, agents, Subcontractors, and their collective employees and independent Contractors, to withhold approval of and refuse to permit access to NYSDOL facilities, electronic information systems, or data contained therein to any individual proposed by or through the Contractor:

(1) Who refuses to comply with security procedures outlined in Section 6.4 of this RFP; or

(2) Where NYSDOL determines that the individual may present a risk to NYSDOL's security interests.

NYSDOL shall not be liable for payments or damages of any kind if the Contractor is delayed or unable to perform under an Agreement as a result of NYSDOL's denial of access to any individual(s) pursuant to Section 6.4 of this RFP.

6.5 Patent/Copyright Indemnification

For information regarding Patent/Copyright Indemnification, see **Appendix GTC,** Section 2.21 "Patent and Copyright Infringements" and the following:

A. INDEMNIFICATION RELATING TO INFRINGEMENT

(1) The Contractor shall defend, indemnify and hold NYSDOL harmless from all suits, actions, proceedings, claims, losses, damages, and costs of every name and description (including reasonable attorney fees), relating to a claim of infringement of a patent, copyright, trademark, trade secret, or other proprietary right provided such claim arises solely out of the Products as supplied by the Contractor, and not out of any modification to the Products made by NYSDOL or by someone other than Contractor at the direction of NYSDOL without Contractor's approval; provided, however, that the Contractor shall not be obligated to indemnify NYSDOL for any claim, loss or damage arising hereunder to the extent caused by the negligent act, failure to act, gross negligence or willful misconduct of NYSDOL.

(2) NYSDOL shall give the Contractor: (i) prompt written notice of any action, claim or threat of suit alleging infringement, (ii) the opportunity to take over, settle or defend such action, claim

or suit at the Contractor's sole expense, and (iii) assistance in the defense of any such action, claim or suit at the expense of the Contractor. Notwithstanding the foregoing, the State reserves the right to join such action, at its sole expense, if it determines there is an issue involving a significant public interest.

(3) If usage of a Product shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion to take action in the following order of precedence: (i) to procure for NYSDOL the right to continue usage; (ii) to modify the service or Product so that usage becomes non-infringing, and is of at least equal quality and performance; or (iii) replace such Product or parts thereof, as applicable, with non-infringing Product of at least equal quality and performance. If the above remedies are not available, the parties shall terminate the Agreement, in whole or in part as necessary and applicable, provided that NYSDOL is given a refund for any amounts paid for the period during which usage was not provided.

(4) In the event that an action or proceeding at law or in equity is commenced against NYSDOL arising out of a claim that NYSDOL's use of the Product under the Agreement infringes any patent, copyright, trademark, trade secret or proprietary right, and Contractor is of the opinion that the allegations in such action or proceeding in whole or in part are not covered by the indemnification and defense provisions set forth on the Agreement, Contractor shall immediately notify NYSDOL and the NYS Office of the Attorney General (AG) in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify. Contractor shall in such event protect the interests of NYSDOL and attempt to secure a continuance to permit NYS and NYSDOL to appear and defend their interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses NYS and NYSDOL may have. In the event of a dispute regarding the defense, the Contractor and the NYS AG shall try to reach amicable resolution, but the NYS AG shall have the final determination on such matters. This constitutes NYSDOL's sole and exclusive remedy for infringement of a patent, copyright, trademark, trade secret, or other proprietary right.

6.6 Proposal Period of Validity

Each Bidder's Proposal must include a statement as to the period during which the provisions (including cost) of its Proposal will remain valid. A minimum of 180 calendar days from the Proposal due date is required.

6.7 Minority and Women Owned Business Enterprise Participations Requirements

New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations, NYSDOL recognizes its obligation under the law to promote opportunities for maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of the Department of Labor Contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, the Department of Labor hereby establishes an overall goal of 0% for MWBE participation, 0% for New York State certified minority-owned business enterprises ("MBE") participation and 0% for New York State certified women-owned business enterprises ("WBE") participation (based on the current availability of MBEs and WBEs).

Equal Employment Opportunity Requirements

By submission of a bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of **Appendix A** – Standard Clauses for All New York State Contracts, **Clause 12** - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Contractor, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The Bidder will be required to submit a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement, **Attachment MWBE-1,** to the Department of Labor with its bid or proposal.

To ensure compliance with this Section, the Bidder will be required to submit with the bid or proposal an Equal Employment Opportunity Staffing Plan – Form EEO 100, **Attachment MWBE-2,** identifying the anticipated work force to be utilized on the Contract.

Further, in accordance with Article 15 of the Executive Law (the "Human Rights Law"), and other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and subcontractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

6.8 Participation Opportunities for New York State Certified Service-Disabled Veteran-Owned Businesses

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. The Department of Labor recognizes

the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of Department of Labor contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, the Department of Labor conducted a comprehensive review and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: https://online.ogs.ny.gov/SDVOB/search

Bidder/Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

6.9. Secrecy Provisions

Bidders and Subcontractors/partners/joint venture members are required to adhere to secrecy provisions. All Bidder staff and contractors with access to confidential UI information and who in any way service NYSDOL must take annual UI confidentiality training, modules 1 and 2, and must sign annual non-disclosure agreements. The awarded contractor will maintain records of training and signed non-disclosure agreements and will provide them for review and audit immediately upon request.

6.10. Freedom of Information Law

As an agency of the State of New York (NYS), all responses submitted to NYSDOL may be disclosed pursuant to requests for access made under New York's Freedom of Information Law (FOIL). Products (as defined in Section 1.1) may also be subject to FOIL disclosure.

While FOIL provide certain statutory exceptions, which may exempt documents from disclosure, confidential, trade secret, or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder. However, marking the Bid as "confidential" or "proprietary" on its face, or in the document header or footer, shall not be considered by NYSDOL to be sufficient without specific justification as to why disclosure of the particular information would cause substantial injury to the competitive position of the Bidder. Bidders intending to seek an exemption from disclosure of confidential, trade secret, or proprietary materials (as defined by the laws of NYS) under FOIL must request the exemption in the Bid cover letter, setting forth the reasons for the claimed exemption. NYSDOL's receipt/acceptance of the claimed materials does not constitute a determination on the exemption request. Such determination will be made in accordance with statutory procedures. Properly identified information that has been

designated confidential, trade secret, or proprietary by the Bidder/Contractor will not be disclosed except as may be required by FOIL or other applicable state and federal laws.

6.11. AC3237-S NYS OSC Substitute Form W-9

New York State (NYS) must obtain your correct Taxpayer Identification Number (TIN) to report income paid to you or your organization. NYS Office of the State Comptroller uses the Substitute Form W-9 to obtain certification of your TIN in order to ensure accuracy of information contained in its payee/vendor database and to avoid backup withholding. New York State Department of Labor asks for the information on the Substitute Form W-9 to carry out the Internal Revenue laws of the United States. Any payee/vendor who wishes to do business with New York State must complete the Substitute Form W-9. Substitute Form W-9 is the only acceptable documentation. NYSDOL and NYSOSC will not accept IRS Form W-9.

Instructions for completing Form AC3237-S Substitute Form W-9 can be found in the form.

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Section 7. Proposal Content Requirements

The following includes the required format and information to be provided by each Bidder. Bidders responding to this RFP must satisfy all requirements stated in this RFP. All Bidders are required to submit complete Technical, Cost, and Administrative proposals. A proposal that is incomplete in any material respect will be rejected.

To expedite review of the proposals, Bidders are requested to submit proposals in separate Technical, Cost, and Administrative packages in the same order as the Tables for Technical, Cost, and Administrative Proposal Content below. This separation of information will facilitate the review of the material requested. NYSDOL does not desire any material that does not specifically address the response requirements of this RFP. Bidders are requested to keep submissions to the shortest length consistent with making a complete presentation of qualifications. Proposals must contain sufficient information to assure NYSDOL of their accuracy.

All Proposals and accompanying documentation will become the property of NYSDOL and will not be returned. The content of each Bidder's Proposal will be held in strict confidence during the Bid evaluation process, and no details of any Proposal will be discussed outside the evaluation process.

The awarded contractor's Proposal and a copy of the specification will be made part of the Agreement. Therefore, an official authorized to commit the company to an Agreement must sign the Proposal.

Evaluations of the Technical, Cost, and Administrative Proposals received in response to this RFP will be conducted separately. **Bidders are therefore cautioned not to include any Cost Proposal information in the Technical Proposal documents.**

NYSDOL will not be responsible for expenses incurred in preparing and submitting the Technical, Cost, or Administrative Proposals. Such costs should not be included in the Proposal.

7.1 Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the Bidder to perform the services required by this RFP. The Technical Proposal should demonstrate the qualifications of the Bidder and of the staff to be assigned to provide services related to the services included in this RFP.

A Technical Proposal that is incomplete in any material respect may be eliminated from consideration. **Table 7.1** outlines the required information to be provided, in order, by Bidders. The information requested should be provided in the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses will be subject to verification for accuracy.

While additional data may be presented, the following must be included. Provide the information in the same order in which it is requested. A proposal must contain sufficient information to assure NYSDOL of its accuracy. Failure to follow these instructions may result in disqualification.

Cost information must not be included in the Technical Proposal documents.

TABLE 7.1: TECHNICAL PROPOSAL RESPONSE REQUIREMENTS		
#	**Submission Requirements**	
1.	**General**	**ATTACHED**
1.1	**The Bidder must submit a Title Page.** The Bidder must submit a Title Page providing the RFP subject and number, the Bidder's name, and the date of the Proposal. Mark the Title Page as "Original" or "Copy."	☐
1.2	**The Bidder must submit a Table of Contents.** The Bidder must include a Table of Contents that clearly identifies all material included in the proposal.	☐
1.3	Submit **Attachment 1**, Bidder's Certified Statements, which includes information regarding the Bidder. **Attachment 1** must be signed by an individual authorized to bind the Bidder contractually. Indicate the title or position that the signer holds with the Bidder. **NYSDOL reserves the right to reject a proposal that contains an incomplete or unsigned Attachment 1. Failure to include Attachment 1 will result in a proposal being considered non-responsive.**	☐
1.4	Submit **Attachment 2**, References. **NOTE:** The Bidder is solely responsible for providing contact information for clients that are readily available to be contacted by NYSDOL and will respond to questions. Although two references are required, an additional two may be provided in the event a reference does not respond to questions.	☐
1.5	Submit **Attachment 3**, Listing of Proposed Subcontractors.	☐
1.6	Submit **Attachment 4,** Undertaking for Bank Deposits & Assignment of Securities. (If Applicable)	☐
2.	**Qualifying Minimum Requirements, Table 2.3**	
2.1	Submit all Required Responses to **Table 2.3** (Qualifying Minimum Requirements) as one section of the Technical Proposal, with Required Responses labeled to match the Requirements. Any requirements applicable to Subcontractors must be provided.	☐

TABLE 7.1: TECHNICAL PROPOSAL RESPONSE REQUIREMENTS		
#	**Submission Requirements**	
3.	**Functional Requirements, Table 2.4.A**	
3.1	Submit all Required Responses to **Table 2.4.A** (Functional Requirements) as one section of the Technical Proposal, with Required Responses labeled to match the Requirements. Any requirements applicable to Subcontractors must be provided.	☐
4.	**Development/Support Service Requirements, Table 2.4.B**	
4.1	Submit all Required Responses to **Table 2.4.B** (Development/Support Service Requirements) as one section of the Technical Proposal, with Required Responses labeled to match the Requirements. Any requirements applicable to Subcontractors must be provided.	☐
5.	**Implementation Requirements, Table 2.4.C**	
5.1	Submit all Required Responses to **Table 2.4.C** (Implementation Requirements) as one section of the Technical Proposal, with Required Responses labeled to match the Requirements. Any requirements applicable to Subcontractors must be provided.	☐
6.	**Cash Management Requirements, Table 2.4.D**	
6.1	Submit all Required Responses to **Table 2.4.D** (Cash Management Requirements) as one section of the Technical Proposal, with Required Responses labeled to match the Requirements. Any requirements applicable to Subcontractors must be provided.	☐
7.	**Insurance Requirements, Table 2.4.E**	
7.1	Submit Required Response to **Table 2.4.E** (Insurance Requirements) as one section of the Technical Proposal. Any requirements applicable to Subcontractors must be provided.	☐
8.	**Performance Standards, Liquidated Damages, Fees, and Reimbursements, Table 2.4.F**	
8.1	Submit any "Alternative Language" as discussed in **Section 2.4.F.5**	☐ ***OR*** ☐ **N/A**
END OF TABLE 6.1: TECHNICAL PROPOSAL RESPONSE		

7.2 Cost Proposal

The Bidder must complete and submit **Attachment D (Cost Proposal).** A Bidder's failure to provide a complete **Attachment D** will result in the proposal being deemed non-responsive. **Bidders must provide all pricing information requested on Attachment D and must not modify or change Attachment D**. The Bidder must ensure that no additional costs will be assessed directly against the bank accounts associated with this RFP.

The Cost Proposal must include the following:

A. Title Page

Submit a Title Page providing the RFP title and number, the Bidder's name, the date of the Proposal and marked as Original or Copy.

B. Table of Contents

The Table of Contents should clearly identify all material (by section and page number) included in the Cost Proposal.

C. Cost Proposal Responses

Responses to all items presented in the cost proposal described in Section 3.3 of this RFP must be submitted on Attachment D.

7.3 Administrative Proposal Response

The Administrative Proposal should contain all documents listed in **Table 7.3** below. A proposal that is incomplete in any material respect may be eliminated from consideration. The information requested should be provided in the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the RFP will be subject to verification for accuracy.

Provide all documents in the same order in which they are requested.

TABLE 7.3: ADMINISTRATIVE PROPOSAL RESPONSE REQUIREMENTS

#	Submission Requirements	ATTACHED
1.	Submit a cover letter on your letterhead, signed by an officer or director of your organization, certifying (1) the accuracy of all information in your Proposal, (2) compliance with requested contents, (3) how long your Proposal will remain valid, which must be a minimum of 180 calendar days from the deadline for the receipt of Proposals, and (4) any FOIL exemption(s) for proposal responses/sections marked and identified as "confidential" or "proprietary" from disclosure setting forth the reasons for the claimed exemption.	☐

TABLE 7.3: ADMINISTRATIVE PROPOSAL RESPONSE REQUIREMENTS		
#	**Submission Requirements**	**ATTACHED**
~~**2.**~~	~~Submit a completed and signed **Attachment 1**, Bidder's Acknowledgements/Certifications.~~	☐
~~**3.**~~	~~Submit a completed and signed **Attachment 2**, References.~~	☐
~~**4.**~~	~~Submit a completed and signed **Attachment 3**, List of Proposed Subcontractors.~~	☐
~~**5.**~~	~~Submit a completed and signed **Attachment 4**, Undertaking for Bank Deposits & Assignment of Securities.~~	☐
6.	Submit a completed and signed **Attachment C-1**, New York State Federal and State Certifications.	☐
7.	Submit a completed and signed **Attachment C-2**, Disclosure of Prior Non-Responsibility Definitions.	☐
8.	Submit a completed and signed **Attachment C-3**, Bidder's Affirmation and Understanding and Agreement.	☐
9.	Submit a completed and signed **Attachment C-6**, Form A: State Consultant Services – Contractor's Planned Employment.	☐
10.	Submit a completed and signed **Attachment C-8**, Public Officers Law Requirements.	☐
11.	Submit a completed and signed **Attachment C-9**, Vendor Responsibility Form. Any requirements for services provided over $100,000 by Subcontractors must be provided.	☐
12.	Submit a completed and signed **Attachment C-10**, AC3237-S – NYS Office of the State Comptroller Substitute Form W-9.	☐
13.	Submit a completed and signed **Attachment C-11**, Vendor Assurance of No Conflict of Interest or Detrimental Effect.	☐
14.	Submit a completed and signed **Attachment C-12**, Encouraging Use of New York State Businesses in Contract Performance	☐
15.	Submit a completed and signed **Attachment C-13**, EO 177 Certification	☐
16.	Submit a completed and signed **Attachment C-14**, Non-Disclosure Agreement	☐

TABLE 7.3: ADMINISTRATIVE PROPOSAL RESPONSE REQUIREMENTS		
#	**Submission Requirements**	**ATTACHED**
17.	Submit a completed and signed **Appendix MBWE-1**, M/WBE and Equal Employment Opportunity Policy Statement.	☐
18.	Submit a completed and signed **Appendix MBWE-2**, EEO100, Staffing Plan.	☐
	OPTIONAL ADMINISTRATIVE DOCUMENTS	
19.	**Attachment C-4 and C-5 Sales and Compensating Use Tax Certification (ST-220 CA and ST-220 TD)** *While these forms are not required until notification of selection of award. Bidders are encouraged to submit the forms with the Administrative Proposal.*	☐
20.	**Workers' Compensation Documentation.** *While this form is not required until notification of selection of award. Bidders are encouraged to submit the form with the Administrative Proposal.*	☐
21.	**Disability Documentation.** *While this form is not required until notification of selection of award. Bidders are encouraged to submit the form with the Administrative Proposal.*	☐

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Section 8. Proposal Submission Requirements

This section identifies the information that all Bidders must include in their Proposals to NYSDOL. Variations from the rules prescribed herein may subject the respondent to outright disqualification. It is in the best interest of the Bidder to become familiar with the constraints imposed on its Proposal, so that the evaluation process can proceed in a timely manner.

Proposals are due in their entirety at the time and date specified in **Section 1.2,** Timetable of Key Events. Proposals received in whole or in part after this deadline shall be considered non-responsive and will not be evaluated.

This mandatory requirement may only be waived if no Proposals for this RFP were received by the submission deadline date and time.

All Proposals and accompanying documentation will become the property of NYSDOL and will not be returned. The content of each Bidder's Proposal will be held in strict confidence during the Bid evaluation process, and no details of any Proposal will be discussed outside the evaluation process.

The awarded contractor's Proposal and a copy of the specification will be made part of the Contract. Therefore, an official authorized to commit the company to a Contract must sign the Proposal.

Proposal along with original signed cover letters (signed by an individual authorized to represent the organization) to:

Sarah Berte
Contract Management Specialist II
New York State Department of Labor
Harriman Office Campus
Building 12, Room 454
Albany, New York 12240

Please Note: There will be NO public bid opening for this RFP. No faxed or emailed Proposals will be accepted.

In order to expedite the solicitation process, Bidders are required to submit separate Technical, Cost, and Administrative Proposals that are clearly labeled and sealed separately, however, may be delivered in the same package. Proposals must be submitted by mail, overnight carrier (e.g. FedEx, UPS, etc.), or certified mail in a package, with all the following information labeled on the outside package/envelope:

Bidder's complete name and address
"Technical", "Cost", *OR* "Administrative" Proposal Enclosed For: RFP #Y-24 for ACH Debt and Credit Card Processing
Due Date and Time: *Same as noted in Section 1.2, Timetable of Key Events*

Failure to include all information on the Proposal envelope and/or packages may necessitate the premature opening of the Proposal and may compromise confidentiality. Notwithstanding the New York State Department of Labor's (NYSDOL) right to open a Proposal to ascertain the foregoing information, the Bidder assumes all risk of late delivery associated with the Proposal not being identified, packaged, or labeled in accordance with the foregoing requirements. All Proposals,

including all information and Product (as defined in Section 1.1) required by the RFP or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (US$). Any Proposals submitted which do not meet the above criteria will be rejected.

Bidders should request a receipt containing the time and date received and the initials of the receiver for all hand-deliveries and ask that this information also be written on the package(s).

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Bidder shall immediately notify the Designated Contact (See **Section 1.1,** Procurement Lobbying Act and Designated Contacts) of such error in writing and request clarification or modification of the document.

If, prior to the Deadline for Submission of Proposals in the Timetable of Key Events Section, a Bidder fails to notify a Designated Contact in the Procurement Lobbying Act and Designated Contact Section of a known error or an error that reasonably should have been known, the Bidder shall assume the risk of the proposal. If awarded a Contract, a Bidder shall not be entitled to additional compensation by reason of the error or its correction.

8.1 General Requirements and Appearance

The following includes the required format and information that is to be provided by each Bidder. Bidders responding to this RFP must satisfy all requirements stated in this RFP. For the purposes of evaluation, each Proposal must be submitted in three (3) parts: Part I consists of the Technical Proposal; Part II consists of the Cost Proposal; and Part III consists of the Administrative Proposal which are outlined in **Attachment B** (Proposal Checklist). All parts must be complete in their entirety upon submission; a Proposal that is incomplete in any material respect may be rejected.

To expedite review of the Proposals, Bidders are required to submit Proposals in Technical, Cost, and Administrative packages that are sealed separately but delivered in the same mailer. Each package must be formatted with tabs as shown in Attachment B (Proposal Checklist). This separation of information will facilitate the review of the material requested.

Cross-references in the Proposal to any appendices are required. NYSDOL will not review appendices or supplemental material for which a purpose is not clearly indicated. Each part must be complete in order for NYSDOL to evaluate all parts independently and concurrently, and to ensure that the Technical Proposal be evaluated strictly on the basis of its merits.

NYSDOL does not require, nor desire, any material that does not specifically address the response requirements of this RFP. Brochures (whether reproduced or copied), or printouts of marketing literature, may not be substituted for the separate and individually sealed Proposal narratives and responses as specified. Proposals must contain sufficient information to assure NYSDOL of their accuracy.

Evaluations of the Technical, Cost and Administrative Proposals received in response to this RFP will be conducted separately. **Bidders are therefore cautioned not to include any Cost Proposal information in the Technical or Administrative Proposal documents**.

NYSDOL will not be responsible for expenses incurred in preparing and submitting the Administrative, Technical, or Cost Proposals. Such costs should not be included in the Proposal.

8.2 Technical Proposal

The Technical Proposal sets forth the qualifications, competence and capacity of the Bidder to perform the services contained in this RFP as detailed in **Section 2** with response requirements as listed in **Section 7.1**. The Technical Proposal shall be submitted as five (5) hard copies (printed and bound in three-ring presentation binders), three (3) of which must contain original signatures. The Bidder must also submit five (5) USB-2 or -3 compliant flash drives, each with a corresponding searchable electronic media copy of the Technical Proposal labeled "Vendor Name - ACH Debit and Credit Card Payment Services #Y-24 -Technical" and saved as Microsoft Word, Excel, and/or Adobe Acrobat format files. A Technical Proposal that is incomplete in any material respect may be eliminated from consideration. **Section 4** and **Attachment B** outline the required information which must be provided by the Bidders. All responses to the RFP will be subject to verification for accuracy. Cost information must not be included in the Technical Proposal documents.

Technical Proposal	Submit FIVE (5) hard copies, THREE (3) of which must contain original signatures.
	Submit FIVE (5) USB-2 or -3 compliant flash drives each with a corresponding searchable electronic media copy of the Technical Proposal, saved as Microsoft Word, Excel, and/or Adobe Acrobat format files.

8.3 Cost Proposal Documents

The Cost Proposal sets forth the costs for the requested services as detailed in **Section 3.3** of this RFP. The Cost Proposal shall be submitted as five (5) hard copies (printed and bound in three-ring presentation binders), three (3) of which must contain original signatures. The Bidder must also submit five (5) USB-2 or -3 compliant flash drives each with a corresponding searchable electronic media copy of the Cost Proposal labeled "Vendor Name - ACH Debit and Credit Card Payment Services #Y-24 - Cost" and saved as Microsoft Word, Excel, and/or Adobe Acrobat format files. The Cost Proposal should be complete, accurate, well-documented, and completed on the Cost Response Form (Attachment D). Cost information is not to be included in the Part I Technical Proposal. All prices must be inclusive of all costs necessary or incidental for proper performance under this Contract.

Cost Proposal	Submit FIVE (5) hard copies, THREE (3) of which must contain original signatures.
	Submit FIVE (5) USB-2 or -3 compliant flash drives, each with a corresponding searchable electronic media copy of the Cost Proposal saved as Microsoft Word, Excel, and/or Adobe Acrobat format files.

8.4 Administrative Proposal

The Administrative Proposal is detailed in **Section 4** with response requirements as listed in **Section 7.3** and shall be submitted as five (5) hard copies (printed), three (3) of which must contain original signatures. The Bidder must also submit five (5) USB-2 or -3 compliant flash drives each with a corresponding searchable electronic media copy of the Administrative Proposal labeled "Vendor Name - ACH Debit and Credit Card Payment Services #Y-24 - Administrative," and saved as Microsoft Word, Excel, and/or Adobe Acrobat format files.

Administrative Proposal	Submit FIVE (5) hard copies, THREE (3) of which must contain original signatures.
	Submit FIVE (5) USB-2 or -3 compliant flash drives each with a corresponding searchable electronic media copy of the Administrative Proposal, saved as Microsoft Word, Excel, and/or Adobe Acrobat format files.

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Section 9. Proposal Evaluation Criteria

9.1 Overview

The State will evaluate each Proposal based on the “Best Value” concept. This means that the Proposal that best “optimizes quality, cost, and efficiency among responsive and responsible Bidders” shall be selected for award, in accordance with New York State Finance Law §163(1)(j). The evaluation of Proposals will determine which services provide the “Total Best Value” to NYSDOL and cost to both NYSDOL and lowest cost of transaction and convenience fees to NYSDOL’s Payor/Debtor. Total Best Value is defined as the Bidder who receives the most points upon conclusion of Technical and Cost Evaluation.

The evaluation process will include separate technical and cost evaluations, and the result of each evaluation shall remain confidential until both evaluations have been completed and an award is made. The evaluation process will be conducted in a comprehensive and impartial manner, as set forth herein, by an Evaluation Committee. The Technical Proposal will be weighted 70% of the Proposal’s total score and the Cost Proposal will be weighted 30% of the Proposal’s total score.

NYSDOL’s Technical Evaluation Team and Cost Evaluation Team shall evaluate the Bids and select the Bidder that has the requisite experience and staffing to support the work required by NYSDOL and does not have any conflicts. Bidders may be requested by NYSDOL to clarify the contents of their Proposals. Other than to provide such information as may be requested by NYSDOL, no Bidder will be allowed to alter its Proposal or add information after the deadline for submission of Proposals.

NYSDOL, at its sole discretion, will determine which Proposal(s) best satisfies its requirements. NYSDOL reserves all rights with respect to the award. All Proposals deemed to be responsive to the requirements of this procurement will be evaluated and scored for technical qualities and cost. Proposals failing to meet the requirements of this document may be eliminated from consideration.

Upon determination of the “Total Best Value” Proposal, NYSDOL will develop a binding Contract with the selected Bidder to provide the services. In the case of failure to execute a Contract with the selected Bidder within 30 days, NYSDOL reserves the right to pursue a Contract for the services proposed by the next-best rated Bidder. NYSDOL will administer any Contract that is executed between the Contractor and NYSDOL. NYSDOL reserves the right to negotiate with the selected Bidder prior to execution of a final Contract.

9.2 Submission Review

NYSDOL will examine all proposals that are received in a proper and timely manner to determine if they meet the proposal submission requirements, as described in **Sections 7 and 8**. Each proposal will be screened for completeness and conformance with the RFP requirements. Proposals which are not complete or do not meet the requirements may be labeled as non-responsive and may not be given further consideration.

9.3 Technical Evaluation

The evaluation process of the responsive proposals will be conducted in a comprehensive and impartial manner. A Technical Evaluation Committee comprised of NYSDOL program staff will review

and evaluate all Technical proposals. The method of evaluation for the Written Technical Evaluation will be "average scoring," which means to take the total score of all technical evaluators and mathematically determine the average of those scores (which will be rounded up to the 2nd decimal place). It is NYSDOL's intention to use the Proposals received for purposes of guidance and it may request further clarification if deemed necessary, but only from those Bidders determined to be technically proficient regarding certain points noted in the Proposal.

All proposals deemed to be responsive to the Submission Review will receive a preliminary Minimum Qualification evaluation on a pass/fail basis. In the preliminary Minimum Qualification evaluation, NYSDOL will review each proposal to be sure the Qualifying Minimum Qualifications as stated have been met. Proposals failing to pass the preliminary Minimum Qualification evaluation will be considered non-responsive and will not be evaluated further. All proposals passing the submission review and the preliminary Minimum Qualification evaluation will move on to a Technical Evaluation and will be evaluated and scored for technical qualifications.

The Technical Evaluation Committee members will independently score each Technical Proposal that meets the submission requirements of this RFP. The individual Committee Member scores will be averaged to calculate the Technical Score for each responsive Bidder.

The highest Bidder technical score as well as all Bidders within 30 points will be subject to **a stability review which will be based on a pass/fail methodology.** The award recommendation will only become final after approval by the Director of Finance for NYSDOL**.**

9.4 Scoring Weights

The scoring of the Technical and Cost Proposals will be weighted as shown in **Table 8.4**, below:

TABLE 8.4: Scoring Weights

	Technical Weights (Points)	Cost Weight (Points)
ACH debit and credit card payment solutions	**70**	**30**

9.5 Reference Checks

The Bidder must submit references on **Attachment 2** (References) as required to meet experience requirements as outlined in Section 2.3 Qualifying Minimum Requirements. Bidders are solely responsible for providing contact information for clients that are readily available to be contacted by NYSDOL and will respond to questions. A client may only be used for one reference regarless of how many projects the Bidder has completed for that client. Although two references are required, an additional two may be provided in the event one does not respond to questions.

9.6 Cost Evaluation

The Cost Evaluation Committee will examine the Bidder's Cost Proposal documents. The Cost Proposals will be reviewed for responsiveness to cost requirements. If a cost proposal is found to be

non-responsive, that proposal may not receive a cost score and may be eliminated from consideration.

All responsive proposals will receive proportionate points based on the relation of its Cost Proposal to the lowest Cost Proposal found in all responsive proposals, using this formula:

Cost points awarded = Number of potential points X (Lowest Cost Proposal/Cost Proposal Being Evaluated).

The cost evaluation will award separate points for cost to NYSDOL and lowest cost to NYSDOL's payor/debtor for transaction and convenience fees.

9.7 Composite Score

A Composite Score will be calculated by NYSDOL by adding the Technical Proposal Score and the Cost Proposal Score.

9.8 Award Recommendation

The Designated Contact will notify the awarded contractor(s) and Bidders not selected. The awarded contractor(s) will enter into a written Contract to provide the required services as specified in this RFP. The resultant contract shall not be binding until fully executed and approved by the New York State Office of the Attorney General and the Office of the State Comptroller's Bureau of Contracts.

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Section 10. RFP Attachments, Appendices, and Exhibits

10.1 Attachments

Identifier	Document title	Submission Requirements
Attachment A	Notice of Intent to Propose	Yes, using NYSDOL provided template, with original signatures
Attachment B	Proposal Checklist	Yes, using NYSDOL provided template
Attachment C-1	New York State Federal and State Certifications	Yes, using NYSDOL provided template, with original signatures
Attachment C-2	Bidder's Disclosure of Prior Non-Responsibility	Yes, using NYSDOL provided template, with original signatures
Attachment C-3	Bidder's Affirmation of Understanding and Agreement	Yes, using NYSDOL provided template, with original signatures
Attachment C-4	ST-220-CA Contractor Certification to Covered Agency	Yes, upon award and using NYSDOL provided template, with original signatures
Attachment C-5	ST-220-TD Contractor Certification to NYS Dept. of Taxation and Finance	Yes, upon award and using NYSDOL provided template, with original signatures
Attachment C-6	Form A: State Consultant Services – Contractor's Planned Employment	~~Yes, upon award and using NYSDOL provided template, with original signatures~~ Yes, using NYSDOL provided template, with original signatures
Attachment C-7	Form B: State Consultant Services – Contractor's Annual Employment Report	Yes, if awarded during Contract period and using NYSDOL provided template, with original signatures
Attachment C-8	Bidders Certification of Compliance with Public Officers Law §73(4)	Yes, using NYSDOL provided template, with original signatures
Attachment C-9	Vendor Responsibility Form	Yes, using NYSDOL provided template, with original signatures
Attachment C-10	AC3237-S – NYS Office of the State Comptroller Substitute Form W-9	Yes, using NYSDOL provided template, with original signatures
Attachment C-11	No Conflict of Interest	Yes, using NYSDOL provided template, with original signatures
Attachment C-12	Encouraging Use of New York State Businesses in Contract Performance	Yes, using NYSDOL provided template, with original signatures
Attachment C-13	EO 177 Certification	Yes, using NYSDOL provided template, with original signatures

Attachment C-14	Non-Disclosure Agreement	No, may be required post-award if contractor has access to personally identifiable data or unemployment insurance data
Attachment D	Cost Response Form	Yes, using NYSDOL provided template, with original signatures
Attachment F	Question Submission Form	Pre-submission, NYSDOL provided template, only if needed
Attachment 1	Bidder's Certified Statements	Yes, using NYSDOL provided template, with original signatures
Attachment 2	References	Yes
Attachment 3	List of Proposed Subcontractors	Yes, using NYSDOL provided template, with original signatures
Attachment 4	Undertaking for Bank Deposits & Assignment of Securities	Yes, using NYSDOL provided template, with original signatures

10.2 Appendices

Identifier	Document title	Submission Requirements
Appendix A	Standard Clauses for New York State Contracts	No
Appendix C	Change Control Procedure	No, Unless Altering the Prince or Scope of the Project
Appendix GTC	General Terms and Conditions	No
Appendix MWBE	MWBE EEO Requirements and Procedures	No
Appendix MWBE-1	MWBE EEO Policy Statement	Yes, with original signatures
Appendix MWBE-2	EEO 100 Staffing Plan	Yes, with original signatures
Appendix SDVOB	Participation Opportunity for NYS Certified SDVOB	No

10.3 Exhibits

Identifier	Document title	Submission Requirements
Exhibit 1	General Glossary of Terms	No
Exhibit 2	NYSDOL Current Tracking Number Format	No
Exhibit 3	Sample e-Signature Certification Language	No
Exhibit 4	Current Sample File Layouts	No
Exhibit 5	Sample Bank Adjustment File Layout	No
Exhibit 6	NYSDOL Sample ID File Layout	No
Exhibit 7	Program A Sample Accounting Reports	No
Exhibit 8	Program B Sample Accounting Reports	No

Exhibit 9	Program C Sample Accounting Reports	No
Exhibit 10	Program D Sample Accounting Reports	No