

New York State Department of Labor
**Independent Verification & Validation/
Quality Assurance Services**
For
The New York Unemployment Insurance System
Improvement Project

RFP #Z-03

Amendment #1 – August 5, 2019

Material to be deleted has a strikethrough; material to be added is shown in red font and underscored.

Change No. 1: RFP Section 1.4.B

1.4.B – Bidder Mandatory Qualifications and Award Basis – Eligibility Requirements (Page 9)

Dun and Bradstreet Composite Credit Appraisal rating of a 1 or a 2

Change No. 2: RFP Section 3.5, Tab 5

3.5 – Volume II – Financial Proposal, Tab 5 – Financial and Operational Stability (Page 65)

Dun and Bradstreet Composite Credit Appraisal rating of a 1 or a 2

Change No. 3: Attachment G: General Terms and Conditions

Section 2.7 – Insurance, General Conditions A.3.a (Page 13)

“Not less than ~~thirty (30)~~ ten (10) business days prior to following the expiration date or renewal date, the contractor shall supply NYSDOL updated replacement Certificates of Insurance, and amendatory endorsements.”

Change No. 4: Attachment G: General Terms and Conditions

Section 2.7 – Insurance, General Conditions A.5 (Page 14)

“~~At least thirty (30) days prior~~ Not less than ten (10) business days to the following the expiration date or renewal date of any policy required by this contract, evidence of renewal or replacement policies of insurance with terms no less favorable to NYSDOL than the expiring policies shall be delivered to

NYSDOL in the manner required for service of notice in Paragraph I.3. Certificates of Insurance/Notices above.”

Change No. 5: RFP Section 2.5 – IV&V/QA Requirements

Section 2.5.A (Page 29)

“The contractor’s DDI and OCM DAC are to be delivered to the state ~~within thirty (30) business~~ sixty (60) business days ~~of contract start date~~ before the DDI start date of that deliverable.”

Change No. 6: Attachment G: General Terms and Conditions

Section 2.7 – Insurance, General Conditions A.3.a (Page 13)

“Not less than ~~thirty (30)~~ ten (10) business days ~~prior to~~ following the expiration date or renewal date, the contractor shall supply NYSDOL updated replacement Certificates of Insurance, and amendatory endorsements.”

Change No. 7: Attachment G: General Terms and Conditions

Section 2.7 – Insurance, General Conditions, A.5 Policy Renewal/Expiration (Page 14)

“~~At least thirty (30)~~ No less than ten (10) business days ~~prior to~~ following the expiration date or renewal date of any policy required by this contract, evidence of renewal or replacement policies of insurance with terms no less favorable to NYSDOL than the expiring policies shall be delivered to NYSDOL in the manner required for service of notice in Paragraph I.3. *Certificates of Insurance/Notices* above.”

Change No. 8: Attachment G: General Terms and Conditions

Section 2.7 – Insurance, General Conditions, A.8 Additional Insured (Page 15)

“An Additional Insured Endorsement evidencing such coverage shall be provided to NYSDOL following contract award and prior to commencement of the work to be performed by the contractor hereunder, and thereafter upon renewal and/or within ~~three (3)~~ five (5) business days of request.”

Change No. 9: Attachment G: General Terms and Conditions

Section 2.7 – Insurance, General Conditions, A.8 Additional Insured (Page 15)

“As clarification, “The People of the State of New York” means the State of New York and its subsidiary governmental entities. This is the name in which the State, as a governmental entity, enters into contracts, takes title to property, and initiates legal actions. Using the term “People” does not mean that

the insured ~~is insuring~~ is liable to all residents of New York State; rather, it means that the insured is liable to the State government ~~is being insured.~~”

Change No. 10: Attachment G: General Terms and Conditions

Section 2.7 – Insurance, General Conditions, A.9 Waiver of Subrogation (Page 15)

“The contractor shall provide a Waiver of Subrogation Endorsement upon tentative award and within ~~three (3)~~ five (5) business days of request.”

Change No. 11: Attachment G: General Terms and Conditions

Section 2.11 – Remedies for Breach (Page 20)

“In the event of contractor’s material breach, which remains ~~incurred~~ uncured for more than thirty (30) days after written notice to the contractor, the Commissioner may pursue any of the actions in “A” through “D” below:”

Change No. 12: RFP, Section 5 - General Terms and Conditions

Section 5.6 – Liquidated Damages (Page 76)

“If the contractor fails to complete services in accordance with specifications, or within the times specified herein, it is understood, and the ~~and~~ subsequent contractor hereby agrees, that the amount of one percent (1%) of the contracted value per day up to the value of contracted equipment and services will be deducted from the monies due the contractor for each intervening calendar day, not as a penalty, but as liquidated damages.”

Change No. 13: Attachment G: General Terms and Conditions

Section 2.7 – Insurance, General Conditions, A.3 Certificates of Insurance/Notices (Page 13)

“Thereafter, contractor shall provide such Certificates within ~~three (3)~~ five (5) business days of request.”

Change No. 14: RFP, Section 2.4 – Bidder and Personnel Qualifications

Section 2.4.1 – Desired Bidder Qualifications (Page 19)

“The bidder should submit details of projects that attest to the depth and breadth of their experience relevant to those services requested in this RFP. These project qualifications will be scored by NYSDOL as part of the evaluation. To meet these qualifications, the bidder may use one or more of the projects that were used to meet the mandatory qualifications in RFP Section 1.4 or may provide additional projects. Subcontractor experience may be used to meet desired qualifications. References must be provided for all client projects. If the bidder does not submit the two (2) projects provided to meet the

bidder mandatory ~~mandatory~~ qualifications to also support the desired bidder qualifications, client points of contact for the two (2) bidder mandatory qualification projects will be contacted to provide information on prior performance. (See also Section 3.4 – Tab B – Experience)

Change No. 15: Attachment G: General Terms and Conditions

Section 2.7 – Insurance, General Conditions, E. Technology Errors and Omissions Insurance (Page 18)

“Contractor and any subcontractor retained by the contractor to work on the contract shall procure and maintain during, and for a period of three (3) years after completion of the contract, Technology Errors and Omissions Insurance in the amount of \$5,000,000 for each claim, and ~~\$10,000,000.00~~ \$5,000,000.00 in aggregate for claims for damages arising from computer related services including the following: consulting, data processing, programming, system integration, software development, installation, distribution or maintenance, systems analysis or design, training, staffing or other support services, any electronic equipment, computer hardware or software developed, manufactured, distributed, licensed, marketed or sold.”