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**Request for Proposal
RFP #Z-03**

**Independent Verification & Validation/
Quality Assurance Services**

**For
The New York Unemployment Insurance System
Improvement Project**

**Issued:
July 11, 2019**

**Submission Deadline:
August 12, 2019 by 3:00 pm (EST)**

[Amendment #1: Issued August 5, 2019](#)

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Procurement Lobbying Act and Designated Contacts

This Request for Proposals (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 (OGS) 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 Department of Labor and an Offerer/Bidder during the procurement process. Accordingly, designated contacts for questions related to this procurement as of the date hereof, are:

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Neither phone nor fax inquiries will be accepted. Administrative issues pertaining to sending or receiving email through the designated mailbox may be reported at (518) 457-9395.

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Section 1 – General Information

1.1 Summary Statement

This Request for Proposal (RFP) will refer to New York State Department of Labor singularly as “NYSDOL”; and New York State as “the State”. This RFP will also refer to New York State Office of Information Technology Services singularly as "ITS".

1.1.1 Purpose and Background

The intent of this solicitation is to procure the services of a contractor to perform Independent Verification & Validation (IV&V)/Quality Assurance (QA) to support the efforts to develop information technology (IT) systems for the operation of an Unemployment Insurance (UI) benefits, employer, and appeals case management system in the State: the Unemployment Insurance System Improvement (UISIM) project. Once deployed, it will be the primary system supporting the UI program in the State.

Throughout the project lifecycle, NYSDOL expects to engage a contractor to perform IV&V/QA during the Design, Development, and Implementation (DDI) phases of the UISIM project and to monitor activities related to the transition to the new system.

NYSDOL is the primary entity that administers UI benefits, contributions, and appeals. The State faces the pressing problem of maintaining, modifying, and extending outdated and expensive mainframe-based UI benefits and contributions systems that were written in the 1970s and 1980s and remain constrained by the technology of that era.

NYSDOL published the Unemployment Insurance System Solution RFP #V-17 on June 1, 2017, to procure a vendor to build the new system. The RFP is available on NYSDOL's Contract, Bid, & Grant Opportunities webpage:

<https://labor.ny.gov/agencyinfo/contracts/contract-bid-grant-opportunities.shtm>.

Pursuant to RFP #V-17, NYSDOL has awarded a DDI vendor and they started in May 2019.

1.1.2 Key Definitions

Unless further defined within the RFP, the following terms will be used as noted herein:

May means that a certain feature, component, or action is permissible, but not required.

Must means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply may result in a bid/Proposal being considered non-responsive and not evaluated any further.

Should means that a certain feature, component, or action is highly recommended, but not required.

1.1.3 Business Area Description

The overall current operations for the State consist of the following functional and operational components and stakeholders:

- A. UI Employer - These areas determine employer contribution liability and rates; maintain employer accounts; conduct field audits; perform contribution enforcement; process protests and hearing requests from employers; process inquiries and reports; and interface with State revenue organizations.
- B. UI Benefit Claims - These areas process requests for UI benefits arising from intrastate, federal, military, joint, or interstate claims, in addition to special claims programs including Shared Work, Disaster Unemployment Assistance, Trade Readjustment Assistance, Trade Adjustment Assistance, and Self-Employment Assistance programs; determine monetary entitlement, employer benefit charges, penalties, and continued eligibility; perform adjudication (fact-finding of issues); issue and process claim determinations and registration of lower authority appeals from both employers and claimants; produce benefit payments; perform benefit payment control and UI integrity through the identification and recovery of overpayments; follow leads of possible fraud, perform crossmatches, including the Directory of New Hire Crossmatch, for possible fraud detection; and process inquiries and reports. Benefit claims are handled by regional call centers staffed with agents and adjudicators to handle customer calls and resulting work processes, in addition to web applications. Skills are associated with each agent and calls are routed based on various associated skills (e.g., Spanish language skills, handling employer questions). All claimant calls are initially directed to the Interactive Voice Response (IVR); the IVR determines what service is required before the call is transferred to an agent.
- C. Appeals - The UI Appeal Board (UIAB) processes and decides lower and higher authority requests from claimants and employers. The State has recently reengineered its appeal case management system, but the current appeals system has limited interfaces with UI systems.
- D. Stakeholders – Those served by UI can be divided into three primary groups:
 - 1) *Users* - Staff of the primary operational areas that perform transactions on the system or retrieve information on behalf of customers.
 - 2) *Customers* – Employers, benefit recipients, and third-party agents doing business with NYSDOL (using self-service applications or receiving direct services) and employers, benefit recipients, and third-party agents involved in the appeal process.
 - 3) *Partners* - Other State agencies, federal agencies, or other external entities with which the UI Division exchanges information.

UISIM is expected to accommodate other UI-related initiatives and, where necessary, provide interfaces between it and other systems that are being developed.

1.2 Contract Duration (Term)

The anticipated term of the contract is five (5) years commencing on the date of approval of the contract by the New York Office of the Attorney General (OAG) and New York Office of the State Comptroller (OSC).

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 that is 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 written amendment agreed upon by the contractor and NYSDOL. Any and all changes to the contract are subject to the approval of the OAG and OSC.

Please refer to Attachment A, DDI Schedule, for UISIM' s anticipated schedule that depicts planned dates, subject to revision at NYSDOL's discretion.

The successful IV&V/QA bidder will be funded on a firm-fixed price (i.e. capped) per deliverable, with a total amount to be set forth in the budget section of the contract. Payment for each deliverable will only be made based upon NYSDOL's acceptance of deliverables in accordance with criteria set by NYSDOL at its sole discretion. (See Section 2.14.1 – Contractor Invoicing Schedule)

NYSDOL reserves the right to terminate the resulting contract (and any or all services provided for in the Contract) for convenience upon thirty (30) days written notice to the contractor.

1.3 Procurement Officer and Contract Monitor

Primary:

Darlene Krug

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Purchase & Contracts
W. Averell Harriman State Office Building Campus
Building 12 – Room 454
Albany, New York 12240

Alternate:

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1.4 Bidder Mandatory Qualifications and Award Basis – Eligibility Requirements

Description of Qualifications and Experience - bidders must provide information regarding their qualifications and experience necessary to perform IV&V/QA on the development of a modernized UI system as outlined in this document.

To be considered for the award, bidder's proposal must meet the requirements for proposal submission and proposal content and format. In addition, bidder must meet the following mandatory qualifications in order for its proposal to be considered susceptible for award.

- A. In the past 7 years*, the bidder must have provided two (2) IV&V/QA services to United States (U.S.) based commercial or government entities. In addition, the bidder's IV&V/QA two (2) engagements must meet the following criteria:
- 1) Must have lasted at least two (2) years, with bidder engagement for the total duration of the project; and
 - 2) Must have been in one (1) of the following: financial accounting, government revenue, claims or insurance, or a UI systems modernization project in state government.

>* 'Past 7 years' is measured from the RFP release date

The bidder's qualifications and experience must be established to the satisfaction of NYSDOL. As proof of meeting these requirements, the bidder must provide with its proposal the contact information for a client point of contact for all above-referenced projects. Client point of contact refers to the ultimate recipient of the project services and does not include a prime contractor who oversaw the bidder as a subcontractor on a project. For each project, the bidder must provide the client's name, address, one (1) contact for the client with email and phone number, as well as a brief description of the project scope and dates of service to support the qualifier. The client point of contact will only be contacted for verification of project duration, bidder engagement, type of project, and project description. (See Section 3.4 – TAB B – Experience)

The bidder is solely responsible for providing a client point of contact that is readily available to be contacted by NYSDOL and will respond to questions. NYSDOL strongly encourages the bidder to notify each client point of contact that their contact information has been provided to NYSDOL and that NYSDOL will be contacting them.

- B. The bidder must provide evidence that their company currently has one of the following credit ratings:

Moody's	AAA, AA1, AA2, AA3, A1, A2 or A3.
Standard and Poor's	AAA, AA+, AA, AA-, A+, A, or A-
Fitch Ratings	AAA, AA+, AA, AA-, A+, A, or A-
DBRS	AAA, AA high, AA, AA low, A high, A, or A low
<u>Dun and Bradstreet</u>	<u>Composite Credit Appraisal rating of a 1 or a 2</u>

See Section 3.5 – TAB 5 – Financial and Operational Stability for credit rating evidence submission detail.

1.5 Questions

Questions concerning this RFP must be submitted via electronic mail attachment utilizing Attachment E – IV&V/QA RFP #Z-03 – Questions, to labor.sm.DOLPurchase.Contracts@labor.ny.gov with the subject line “NYSDOL IV&V/QA RFP #Z-03 Question”. Questions regarding the RFP will be accepted until 3:00 PM EST on July 22, 2019. No telephone inquiries will be accepted.

The inquiry must cite the particular page, section, and paragraph number, where applicable. Questions may be submitted as early and as often as necessary during the Question and Answer period, but no later than the deadline for submission of questions specified in the Calendar of Events. NYSDOL will make every effort to respond to questions as quickly as possible.

The consolidated questions and answers will be posted on NYSDOL’s Contract, Bid, & Grant Opportunities webpage: <https://labor.ny.gov/agencyinfo/contracts/contract-bid-grant-opportunities.shtm>. no later than the deadline shown in Section 1.7.

1.6 Conformance to the RFP

Proposals must conform to the terms set forth in the RFP, as extraneous terms or material deviations (including additional, 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, or exceptions will not be deemed acceptance by NYSDOL of the extraneous terms, assumptions, or exceptions. Extraneous terms, assumptions, or exceptions that are determined to not be material deviations will be negotiated during the contract development.

To the extent a potential bidder has any potential extraneous terms, assumptions, or exceptions, that could be deemed material deviations, the bidder should submit questions in accordance with Section 1.5 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 will not be considered part of the Proposal or resulting Contract, but will be deemed included for informational or promotional purposes only.

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

Exceptions to terms and conditions may result in having the proposal deemed unacceptable. Bidder may submit exceptions to terms and conditions as questions in accordance with Section 1.5.

1.7 RFP Timeline

The following is the RFP Calendar of Events:

Table 1 - RFP Calendar of Events

RFP Event	Date
RFP Release Date	July 11, 2019
Deadline Date for Questions	July 22, 2019
Deadline Date for Responses to Questions	August 5, 2019
Proposal Due Date	August 12, 2019
Live Demonstrations	Week of September 9 th , 2019 (anticipated)
Anticipated Date of Notification of Award	September 20, 2019
Timeframe for Contract Negotiations	30 days from Date of Award Announcement
Anticipated Date of Execution of Contract Agreement	Approximately 60 days from Date of Award Announcement
Anticipated Project Start Date	December 12, 2019

Proposals Due (Closing) Date and Time

Proposals must be received no later than August 12th at 3:00pm. Any proposals or unsolicited amendments to proposals received after the due date and time will not be considered in the review process. No “faxed” or “e-mailed” documents will be accepted. NYSDOL takes no responsibility for any third-party error in the delivery of proposals (e.g., U.S. Postal Service, Federal Express, UPS, courier, etc.).

NYSDOL reserves the right, at its sole discretion, to adjust the RFP Calendar of Events as it deems necessary. NYSDOL does not require confidential proprietary information or trade secrets to be included as part of the proposal to evaluate responses to this procurement. Bidders must not label proposals as confidential, proprietary, or trade secret protected.

1.8 Revisions to the RFP

1.8.1 NYSDOL RFP Amendments

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by amendment. Any amendment to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

All RFP amendments will be issued on The New York State Contract Reporter at: <https://www.nyscr.ny.gov> and also on NYSDOL’s Contract, Bid, & Grant Opportunities webpage: <https://labor.ny.gov/agencyinfo/contracts/contract-bid-grant-opportunities.shtm>.

There are no designated dates for release of amendments. Therefore, interested bidders should check the website on a daily basis from time of RFP issuance through the proposal submission opening.

It is the sole responsibility of the bidder to be knowledgeable of all amendments related to this procurement.

1.8.2 Bidder's Alterations

The original RFP document is on file with the State of New York, Department of Labor, Purchase and Contracts Unit. Bidders are provided an electronic version of the RFP. Any alteration to this RFP and any file associated with this RFP are prohibited. Any such changes may result in a proposal being rejected.

1.9 Location of the Performance of Service Disclosure and On-site Presence of Key Personnel

All IV&V/QA work on this project must be performed in the continental United States, and any UISIM data used must be stored and managed only within the continental United States. Data in transit must not be transmitted outside the United States.

NYSDOL considers the on-site presence of key personnel to be essential to the progress and success of the IV&V/QA engagement. When working on the project, key personnel are to be located, for the duration of the contract, at the NYSDOL location at the W. Averell Harriman State Office Building Campus, Building 12, Albany, New York 12240 (project site). Office space will be provided.

A continual, ongoing, on-site presence at the project site, consistent with the availability requirements set forth in RFP Section 2.4.4, is expected by the contractor for key personnel. While many meetings should be conducted using web-based interactive technology, there is an expectation that any additional IV&V/QA personnel, beyond key personnel, must be available, as needed, to be on-site at the project site.

Section 2 - Scope of Work

2.1 Project Description

This section describes the project as expressed by the goals, overarching principles, themes, and scope of this RFP.

2.1.1 Goal

The DDI vendor plans a two-phase delivery (benefits/appeals and employer/appeals) with data migration included with each phase.

The goal of this IV&V/QA engagement is to acquire deliverables-based IV&V/QA services where the contractor provides independent, expert, and objective-based analysis to validate that UISIM meets NYSDOL needs and verify that it complies with the requirements and specifications that will result in the successful design, development, and implementation of UISIM. In addition, the contractor will assess the work of an Organizational Change Management (OCM) vendor, the State UISIM Project Team (NYSDOL/ITS), and the UISIM Project Steering Committee (PSC, described in Section 2.2).

The overall objectives for IV&V/QA for UISIM are to:

- A. Have an objective assessment of the status and quality of the project's products and processes;
- B. Facilitate early detection and correction of issues, risks, and errors;
- C. Enhance management insight into risks, issues, and project performance;
- D. Evaluate compliance with project performance, schedule, and regulatory requirements;
- E. Conduct an independent assessment of the project's deliverables, work products, resources, and activities;
- F. Conduct an ongoing independent assessment of UISIM's readiness for deployment;
- G. Conduct an ongoing independent assessment of the organizational change management activities and execution; and
- H. Conduct an ongoing independent assessment of the project team performance, which includes the DDI and OCM vendors, NYSDOL, UIAB, ITS staff, and all resources referenced in Section 2.2 UISIM Project Structure and Governance, and report to the PSC.

The IV&V/QA areas of focus are:

- A. Project Management
- B. Requirements Management, Traceability, and Design
- C. Testing, Independent QA Testing (if needed)
- D. Data Migration
- E. Organizational Change Management
- F. Implementation Readiness, Training, and Knowledge Transfer

In order to maintain the objectivity of this independent analysis, the selected IV&V/QA bidder is precluded from acting as a contractor, subcontractor, or in any other capacity on the UISIM project, including but not limited to acting as or on behalf of the DDI vendor, the OCM vendor, or the Project Management vendor.

2.1.2 Scope

The IV&V/QA scope is to review UISIM's design, development, and implementation, which provides a total replacement, using modern IT technology, of the core automated UI business systems, consisting of, but not limited to, UI benefit payments, employer, and appeals.

IV&V/QA in-scope work will also include:

- A. Review of requirements management and traceability, design, data migration, interfaces, and testing of UISIM;
- B. Effectiveness review of UISIM's operations training for end-users and administrators;
- C. Certification that UISIM is ready for deployment of benefits, appeals, and employer releases;
- D. Confirmation and review of OCM effective execution; and
- E. Confirmation that UISIM has the ability to handle and facilitate changes and enhancements.

For the purposes of this RFP, bidder means any entity who submits a proposal in response to this RFP. It is not necessary for a single bidder to be able to provide all requested services; subcontracting with other contractors to provide complete IV&V/QA services is acceptable. However, the bidder must be the single point of interface and responsibility.

Timely proposals received in response to this RFP will be evaluated by the Evaluation Team. Although it is our intent to accomplish substantial benefits, assessments, and cost efficiencies as the result of engaging a contractor for this project, NYSDOL reserves the right to make no award pursuant to this solicitation.

NYSDOL reserves the right to adjust the requirements or scope of this RFP. In the event that any modifications become necessary, an amendment to this RFP will be posted in *The New York State Contract Reporter*.

This structure supports the system build and configurability defined in the DDI RFP. The goals, action plans, and performance measurements executed through this governance model will help maintain and guide the effort to a successful implementation.

Project Steering Committee (PSC): Providing the proper foundation is important in assuring the success of a project of this magnitude. UISIM is being led by the PSC as the governance body during the project's duration. The PSC has overall management of the project, and will handle key project decisions, budget, contract, and scoping issues, and will be fully informed by the Project Director (PD) and the respective Project Management Office (PMO) staff, which will consist of the PD and State (NYSDOL/ITS) project managers. The PSC includes the Commissioner of NYSDOL (or designee), the Executive Deputy Commissioner of NYSDOL, the Deputy Commissioner of Employment Security, the UI Director, the UIAB Chair (or designee), the ITS Revenue and Employment Portfolio CIO (or designee), and key NYSDOL management. While the IV&V/QA vendor will work with the PD, they will also independently report to the PSC.

Project Management Office (PMO): Day-to-day management of the project must be carried out by the PMO under the PSC's direction. The PMO will be led by the NYSDOL Project Director, NYSDOL and ITS project managers, and the DDI vendor's Project Manager.

Change Management Team (OCM): This team will be formed to handle communication between the project members and all stakeholders of the project. This team will also handle the changes that will occur in preparation of UISIM being implemented. This team will be supplemented by a specialist OCM vendor.

DDI Contractor Project Manager and Teams (CPMT): The DDI's Project Manager and Project Teams will consist of the DDI's Project Manager and staff to design, develop, and implement UISIM. The CPMT will support the project with an approach which will accommodate the State's unique UI requirements. This process will be performed on a functional area basis within benefits, appeals, and employer. The CPMT will perform a final consolidation across the entire benefits, appeals, and employer domains to ensure a fully comprehensive and integrated system is encompassed and specified. The CPMT must be responsible to deliver all contract deliverables, whether associated with the milestones or with a specific phase of the project as described in the contractor contract in accordance with the set timeframe and conditions.

Independent Verification and Validation (IV&V) / Quality Assurance (QA) Contractor: The contractor team will report to the Project Director and PSC on the overall progress, risks, or issues that must be carefully monitored. This will assure that best practices and industry standards are being followed within the lifecycle of the overall project. The contractor, which this RFP pertains to, is procured separately from the DDI. The DDI/OCM vendors and State Project team will work collaboratively with the IV&V/QA contractor.

2.3 Security

2.3.1 Security Provisions

The contractor must comply with all of the security policies and procedures of NYSDOL, ITS, and the State. NYSDOL reserves the right to require background checks and security clearances for contractor's staff and any staff of any subcontractor working on this project. This may include fingerprinting at NYSDOL's discretion and expense.

2.3.2 Security Requirements

The contractor and all of its subcontractors must comply throughout the term of the contract with the most stringent of all applicable security requirements set forth in all applicable law, regulations, policies, as well as Sections 5.2 of this RFP, including but not limited to, the most current versions of the following:

- A. ITS Security Standards <http://its.ny.gov/eiso/policies/security>
Contractor must comply with State security policies and procedures, including but not limited to:
 - 1) Acceptable Use of Information Technology Resources Policy
 - 2) Information Security Policy
 - 3) Security Logging Standard
 - 4) Information Security Risk Management Standard
 - 5) Information Security Controls Standard
 - 6) Sanitization/Secure Disposal Standard
 - 7) Mobile Device Security Standard
 - 8) Remote Access Standard
- B. USDOL, Social Security Administration, and Internal Revenue Service Security Laws and Standards
- C. National Institutes of Standards and Technology (NIST) Special Publication (SP) 800-18, "Guide for Developing Security Plans for Information Systems"
- D. NIST SP 800-26, "Security Self-Assessment Guide for Information Technology Systems" and FIPS 200, with respect to self-assessments, to be performed at least annually, and System updates
- E. NIST SP 800-53 "Security and Privacy Controls for Federal Information Systems and Organizations"
- F. Center for Internet Security (CIS) Critical Security Controls as specified in <https://www.cisecurity.org/controls/>
- G. IRS Publication 1075, "Tax Information Security Guidelines For Federal, State and Local Agencies"

The contractor will, at NYSDOL's discretion, have access to data, including data stored in all databases, environments, and data backups, stored and managed only within the continental United States and that the data accessible to contractor must be accessed only by their personnel located within the United States except as may be expressly authorized in writing by NYSDOL.

System access by contractor and any subcontractors will be limited to access assigned by the Project Director and only those contractor and subcontractor personnel required to perform services under the contract. The contractor will be required to sign the nondisclosure agreement that is included as Attachment P-2 of this RFP.

Contractor and all subcontractors must use any data only as necessary to perform services hereunder and must not disclose, share, or sell the data in any way.

Due to IRS security requirements, data provided related to the Treasury Offset Program (TOP) are securely located on a state data repository. Contractor or contract personnel are strictly forbidden access to this sensitive data. Contractor must have the ability to abide by all IRS rules and regulations related to TOP (refer to IRS Publication 1075) and is required to complete all requirements stated in this RFP, regardless of expense.

The contractor must adopt and implement, at a minimum, the policies, procedures, controls, and standards of NYSDOL's and ITS's Information Security Policies to ensure the integrity, confidentiality, and availability of information and information systems for which the contractor is responsible under the contract or to which it may otherwise have access under the contract. Liquidated damages will apply for violation of security and confidentiality as outlined in the table below. (See also Section 5.6 Liquidated Damages)

Security	
<p>The Vendor must implement and maintain security systems and processes to prevent unauthorized access to customer and State data and/or State confidential information.</p> <p>The Vendor 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 implement any corrective actions as reasonably mandated by NYSDOL.</p> <p>The Vendor must agree to support State efforts to investigate criminal violations by the Proposer, 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.</p>	<p>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;</p> <p>and/or</p> <p>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 Proposer'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.</p> <p>Additional liquidated damages of \$5,000 per day for failure to abide by breach or security incident notification requirement.</p>

2.4 Bidder and Personnel Qualifications

2.4.1 Desired Bidder Qualifications

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)

A. The bidder, in the past seven (7) years*, should have successfully completed at least one (1) independent verification and validation/quality assurance engagement on a UI modernization project that included design, development, and implementation. The UISIM project would include contributions or benefits or appeals computer systems and business processes, at a development cost of similar size and scope as UISIM. Successfully completed is defined as IV&V/QA work on a UI system that has been implemented and operational.

B. The bidder, in the past seven (7) years*, should have had at least three (3) projects performing IV&V/QA services, with at least two (2) projects for state modernization projects. In addition, the IV&V/QA engagements should meet the following criteria (engagements different from those used to meet the qualifications above):

- 1) One (1) IV&V/QA engagement should have lasted at least two (2) years and included an organizational change management vendor separate from the system integration vendor; and
- 2) The bidder's IV&V/QA engagement cost for each project should have been at least \$1,000,000. Cost exclusive of hardware and licensed software.

> * 'Past 7 years' is measured from the RFP release date.

2.4.2 Key Personnel Mandatory and Desirable Qualifications

For the proposed individual personnel, emphasis should be placed on project experiences that are similar in scope to the services requested by this RFP. In its proposal, the bidder's proposed team must have the following mandatory qualifications and should have the following desirable qualifications, both of which must be demonstrated in the Qualification Summaries (see Attachments C1-C4).

PROJECT MANAGER

Mandatory Qualifications

The bidder's Project Manager must have the following qualifications (as demonstrated in Attachments C1 and C4):

- A. Successfully managed teams that performed independent verification and validation and/or quality assurance on at least three (3) or more IT project(s) which each:
 - 1) were similar in size and scope as UISIM;
 - 2) spanned at least a two (2) year timeline; and
 - 3) had complexities requiring coordination of work between multiple entities and contractors in a distributed environment.
- B. A minimum of eight (8) years hands-on project management experience in the public or private sector, using project management methodologies, and associated tools and metrics.
- C. Project management experience in two (2) or more of the following applications in the public sector: UI, financial accounting, government revenue, claims or insurance processing, or human services.
- D. A minimum of three (3) years of experience with iterative information system development methodologies.
- E. A minimum of five (5) years of experience with industry-standard and best practices regarding IV&V, QA, and quality control principles and techniques.
- F. A minimum of ten (10) years communicating and translating technical terminology, concepts, and issues in terms understandable to technical and non-technical management and staff.
- G. A bachelor's degree from an accredited college or university is required. If the degree has been obtained in another country, it is required that the degree or coursework be evaluated for equivalency. The following is a link to a list of agencies that provide evaluations of foreign education: <https://www.cs.ny.gov/jobseeker/degrees.cfm>. We accept evaluations performed by these companies or companies that are current National Association of Credential Evaluation Services (NACES) members – <http://www.naces.org>. The bidder is responsible for any evaluation fees.

Desired Qualifications

The bidder's Project Manager should have:

- A. More than three (3) projects of similar scope and scale to UISIM as an IV&V/QA Project Manager; projects must have included the system development phases associated with design through deployment and full client acceptance.
- B. Five (5) or more years of experience in managing IV&V and/or QA services on system development and implementation projects including the development of Deliverable Acceptance Criteria (DAC) (also known as deliverable evaluation/review criteria).
- C. Five (5) or more years of experience with Microsoft Project and schedule variance analysis.
- D. Two (2) or more years of experience with UI system modernization project(s).

- E. A current Project Management Professional credential (“PMP”) from the Project Management Institute (as evidenced in Tab K of the technical response).

Technical Analyst

Mandatory Qualifications

The bidder’s Technical Analyst must have the following qualifications (as demonstrated in Attachments C2 and C4):

- A. Experience as the IV&V/QA Technical Analyst on two (2) or more projects similar in size and scope as UISIM and spanned at least a two (2) year timeline.
- B. Experience as the Lead IV&V/QA Technical Analyst on two (2) or more implemented UI, Integrated Eligibility, government financial accounting or revenue, government claims, insurance processing, or state health and human services projects.
- C. A minimum of eight (8) years of experience with the application development project lifecycle including fit-gap analysis, design, development, testing, and implementation in complex systems being deployed using a multi-phased deployment approach.
- D. A minimum of eight (8) years of experience communicating and translating technical terminology, concepts, and issues in terms understandable to technical and non-technical management and staff.
- E. A minimum of five (5) years of experience with detailed review of technical documentation, such as detailed design specifications, architecture, interface specifications, and data migration plans.
- F. Experience reviewing test scripts and cases and performing unit and system test reviews.
- G. A bachelor’s degree from an accredited college or university. If the degree has been obtained in another country, it is required that the degree or coursework be evaluated for equivalency. The following is a link to a list of agencies that provide evaluations of foreign education: <https://www.cs.ny.gov/jobseeker/degrees.cfm>. We accept evaluations performed by these companies or companies that are current National Association of Credential Evaluation Services (NACES) members – <http://www.naces.org>. The bidder is responsible for any evaluation fees.

Desired Qualifications

The bidder’s Technical Analyst should have:

- A. Ten (10) or more years of combined hands-on experience with technical infrastructures, and relational databases.
- B. More than eight (8) years of experience with detailed review of technical documentation, such as detailed design specifications, architecture, interface specifications, and data migration plans.
- C. Three (3) or more years of experience reviewing the quality of source code with complex open systems.
- D. Three (3) or more years of experience on projects where there are at least fifty (50) complex interface integrations (such as State, Federal, or third-party organizations), on projects of similar size and scope as this UI modernization system.

- E. Data migration experience on at least three (3) large software development projects, including strong familiarity with data mapping, validation, ETL tools (Extract, Transform, Load), and data cleansing techniques. In addition, experience with remediating and converting legacy databases which have included IBM databases.
- F. Three (3) or more years of experience reviewing and documenting testing status, performing complete testing cycle reviews and analyzing outcomes, and using automated testing tools.

BUSINESS ANALYST

Mandatory Qualifications

The bidder's Business Analyst must have the following qualifications (as demonstrated in Attachments C3 and C4):

- A. A minimum of three (3) years' experience, within the last seven (7) years, as the Lead IV&V/QA Business Analyst in state or federal government IV&V/QA projects.
- B. A minimum of three (3) projects as a Business Analyst performing fit-gap analysis and writing use cases and business rules at a detailed level.
- C. A minimum of three (3) years of experience using a Requirements Management Tool to validate requirements traced through to completion of the testing phase.
- D. A bachelor's degree from an accredited college or university. If the degree has been obtained in another country, it is required that the degree or coursework be evaluated for equivalency. The following is a link to a list of agencies that provide evaluations of foreign education: <https://www.cs.ny.gov/jobseeker/degrees.cfm>. We accept evaluations performed by these companies or companies that are current National Association of Credential Evaluation Services (NACES) members – <http://www.naces.org>. The bidder is responsible for any evaluation fees.

Desired Qualifications

The bidder's Business Analyst should have:

- A. Experience on two (2) or more implemented Integrated Eligibility, UI, government financial accounting or revenue, human services or government claims or insurance projects; similar in size and scope as UISIM; as a Lead IV&V/QA Business Analyst for at least a two (2) year timeline. This must have included the system development phases associated with design through deployment.
- B. Two (2) or more years of experience with test script development, QA test execution and review of testing processes and practices, assessing testing status throughout the complete testing lifecycle, and assisting clients with the design and development of user acceptance testing (UAT).
- C. Experience on more than three (3) projects as an IV&V/QA Business Analyst reviewing fit-gap analysis, use cases, and business rules at a detailed level, and reviewing detailed functional design documents.
- D. Five (5) or more years of experience with quality review of functional and project management deliverables and with the development of DAC.

- E. Three (3) or more years of experience within the last ten (10) years as a Business Analyst OR Subject Matter Expert (SME) on a UI benefit/contributions/appeals system (or any system combination thereof).
- F. More than three (3) years of experience using a Requirements Management Tool to validate requirements traced through the testing phase.

2.4.3 Other IV&V/QA Personnel

In addition to the above, the contractor should be able to provide other personnel with the skills necessary to supplement their key personnel that will, collectively as a team, be able to perform all the tasks outlined in Sections 2.5 through 2.13. Preferred IV&V/QA experience would have been on systems modernization in U.S. based commercial entities or state/federal government on projects of similar size and scope as UISIM. Personnel may include, but are not limited to, experienced independent QA testing personnel, experienced OCM IV&V/QA personnel, performance and load testers, IV&V/QA experience on an UI modernization project, and personnel with UI subject matter experience. The expertise may include personnel with experience such as evaluating the effectiveness of OCM activities on large-scale statewide system modernization projects of similar size and scope as UISIM, using data warehouses, or business intelligence, and/or data analytics products, or leading independent QA software testing.

2.4.4 Availability of Personnel

NYSDOL considers the continuous performance of all initially assigned contractor personnel to be critical to the success of the project. Contractor personnel includes employees and agents and subcontractor employees and agents performing work at the direction of the contractor under the terms of the contract awarded from this RFP. For the purposes of this section, the following definitions apply:

Extraordinary Personnel Event: means leave under the Family Medical Leave Act; or an incapacitating injury or incapacitating illness; or other circumstances that in the sole discretion of NYSDOL warrant an extended leave of absence, such as extended jury duty or extended military service that precludes the individual from performing his/her job duties under the contract.

Incapacitating: means any health circumstance that substantially impairs the ability of an individual to perform the job duties described for that individual's position in the RFP or the bidder's Technical Proposal.

A. Bidder's Personnel

NYSDOL will consider the following positions, to be provided by the successful bidder, as essential to the ongoing work and success of the project and will be termed "Key Personnel":

- 1) Project Manager - submit Attachment C1 and resume (Attachment C4) with proposal
- 2) Technical Analyst - submit Attachment C2 and resume (Attachment C4) with proposal
- 3) Business Analyst - submit Attachment C3 and resume (Attachment C4) with proposal
- 4) Other individual's bidder considers to be critical to perform the tasks required of the project - submit resume (Attachment C4) with proposal.

B. Continuous Performance of Key Personnel

Key Personnel must be available to perform contract requirements 30 business days from the contract execution date. Unless explicitly authorized by NYSDOL or specified in the contract, Key Personnel are to perform their duties on-site at the project site in Albany, NY. Key Personnel

must perform for the duration of the contract, or such lesser duration as specified in the Technical Proposal. Key Personnel may not be removed by the contractor from working under the contract without the prior written approval of NYSDOL.

C. Continuous Eligibility of Key Personnel at US locations

NYSDOL considers the continuous eligibility of Key Personnel to work at U.S. locations specified by the NYSDOL to be critical to the success of the project and requires the following confirmations:

1) Eligibility to Work:

The contractor must ascertain and validate that individuals designated as Key Personnel are either U.S. Citizens or non-U.S. citizens.

- a. Where the individual designated as Key Personnel is a U.S. citizen, the contractor must identify the proposed individual with, at a minimum, the first and last name as it appears on his/her Driver's License, Non-Drivers Identification Card, or other accepted forms of government identification.
- b. Where the individual designated as Key Personnel is not a U.S. citizen, the contractor must identify such to NYSDOL, with, at a minimum, the first and last name of the individual as it appears on his/her Visa and/or Passport. No other names or derivations may be used.
- c. The contractor must retain all necessary paperwork throughout the length of each individual's engagement. The contractor is responsible for ensuring that each individual designated as Key Personnel retains the authorization to legally work in the United States throughout the entire term of the contract.

2) Federal Requirements:

- a. The Federal Immigration Reform and Control Act, as amended, (8 USC section 1324a et al) obligates employers, such as the contractor, to verify that all its employees are legally entitled to work in the United States. In order to verify that an individual is not an unauthorized alien, NYSDOL reserves the right to request legally mandated contractor-held documentation attesting to the legal entitlement to work in the United States for each individual assigned work under this contract. In accordance with such law, NYSDOL does not discriminate against individuals on the basis of national origin or citizenship.

3) H1-B or Other Visa Status:

- a. The contractor must identify if each individual designated as Key Personnel will be working under an H1-B or other visa during the time of the placement. Contractor will provide the visa expiration dates for the individuals engaged in the project and must make commercially and legally reasonable attempts, as determined solely by NYSDOL, to extend the work visas until the proposed end date of this contract.

D. Substitution Prior to Contract Execution

Prior to contract execution or within thirty (30) business days after contract execution, the bidder may substitute proposed Key Personnel only under the following circumstances: vacancy occurs due to the sudden termination, resignation, or approved leave of absence due to an Extraordinary Personnel Event, or death of such personnel. To qualify for such substitution, the bidder must

demonstrate to NYSDOL's satisfaction the event necessitating substitution and that the originally proposed staff is actual full-time personnel employed directly with the bidder (subcontractors, temporary staff, or 1099 contractors do not qualify). Proposed substitutions must have equal or better skill level, qualifications, and experience in accordance with those skills identified in Section 2.4.2 above (and the bidder's proposal) and determined at NYSDOL's sole discretion. Proposed substitutes deemed by NYSDOL to be less qualified than the originally proposed individual may be grounds for pre-award disqualification or post-award termination.

E. Contractor Personnel General Substitution Provisions

The following provisions apply to all of the circumstances of contractor personnel substitution described in section 2.4.4.F. Replacement Circumstances.

- 1) The contractor must demonstrate to NYSDOL's satisfaction that the proposed substitute has equal or better skill level, qualifications, and experience, with those skills identified in Section 2.4.2 above (and the bidder's proposal), and as determined solely by NYSDOL, to those of the contractor personnel proposed to be replaced.
- 2) The contractor must ensure any departing personnel's project knowledge is transferred to the substitute and any change in personnel does not delay the project.
- 3) The contractor must provide NYSDOL with a substitution request that must include:
 - a. A detailed explanation of the reason(s) for the substitution request;
 - b. The resume of the proposed substitute signed by the substituting individual and his/her formal supervisor;
 - c. The official resume of the current personnel for comparison purposes;
 - d. Evidence of any required credentials; and
 - e. A detailed explanation of the Project Knowledge Transfer plan. Where possible, the plan must include confirmation that replacement personnel will work with outgoing personnel.
- 4) NYSDOL may request additional information concerning the proposed substitution. In addition, NYSDOL and/or other appropriate NYSDOL personnel involved with the Contract may interview the proposed substitute personnel prior to deciding whether to approve the substitution request.
- 5) NYSDOL will notify the contractor in writing of: (i) the acceptance or denial, or (ii) contingent or temporary approval for a specified time limit, of the requested substitution. NYSDOL will not unreasonably withhold approval of a proposed contractor personnel replacement.
- 6) If NYSDOL denies the proposed substitute personnel, the contractor will propose additional substitute personnel for consideration, within a timeframe specified by NYSDOL, until a satisfactory personnel replacement is deemed suitable and accepted by NYSDOL.

F. Replacement Circumstances

- 1) Contractor Personnel Replacement
 - a. To replace any contractor personnel in a circumstance other than as described in Section 2.4.4.F Contractor Personnel Replacement Due to Vacancy, including transfers and promotions, the contractor must submit a substitution request as described in Section 2.4.4.E to NYSDOL at least fifteen (15) days prior to the intended date of change. A substitution may not occur unless and until NYSDOL approves the substitution in writing.

- 2) Contractor Personnel Replacement Due to Vacancy
 - a. The contractor must replace contractor personnel whenever a vacancy occurs due to the sudden termination, resignation, Extraordinary Personnel Event as defined in Section 2.4.4; or death of such personnel. A termination or resignation with thirty (30) days or more advance notice will be treated as a replacement under Section 2.4.4.F(1).
 - b. Under any of the circumstances set forth in Section 2.4.4.F, the contractor must identify a suitable replacement and provide the same information and items required under Section 2.4.4.E within fifteen (15) business days, unless otherwise specified herein, of the actual vacancy occurrence or from when the contractor first knew or should have known that the vacancy would be occurring, whichever is earlier.
- 3) Contractor Personnel Replacement Due to an Indeterminate Absence
 - a. If any contractor personnel has been absent from his/her job for a period of ten (10) business days due to injury, illness, or other physical condition, or an Extraordinary Personnel Event and it is not known or reasonably anticipated that the individual will be returning to work within the next ten (10) business days to fully resume all job duties, before the twentieth (20th) business day of continuous absence, the contractor must identify a suitable replacement and provide the same information and items to NYSDOL as required under Section 2.4.4.E.
 - b. However, if this person is available to return to work and fully perform all job duties before a replacement has been authorized by NYSDOL, NYSDOL may, at their sole discretion, authorize the original personnel to continue to work under the contract, or authorize the replacement personnel to replace the original personnel, notwithstanding the original personnel's ability to return.
- 4) Directed Personnel Replacement
 - a. NYSDOL may direct the contractor to replace any contractor personnel who, in the sole discretion of NSYDOL, are perceived as being unqualified, non-productive, unable to fully perform the job duties, disruptive, has work performance that NYSDOL finds unacceptable, or known, or reasonably believed, to have committed a major infraction(s) of law, NYSDOL policies, or contract requirements, or determined to pose a security risk to the State. Normally, a directed personnel replacement will occur only after prior notification of problems with requested remediation, as described in the paragraph below.
 - b. If deemed appropriate in the discretion of NYSDOL, NYSDOL will give written notice of any contractor personnel performance issues to the contractor, describing the problem and delineating the remediation requirement(s). The contractor must provide a written response to the remediation requirements in a Remediation Plan within five (5) days of the date of the notice and must immediately implement the Remediation Plan upon written acceptance by NYSDOL. If NYSDOL rejects the Remediation Plan, the contractor must revise and resubmit the plan to NYSDOL within five (5) days, or in the timeframe set forth by NYSDOL in writing.
 - c. Should performance issues persist despite an approved Remediation Plan, NYSDOL may give written notice of the continuing performance issues and either request a new Remediation Plan within a specified time limit or direct the substitution of contractor personnel, whose performance is at issue with a qualified substitute, including requiring the immediate removal of the contractor personnel at issue.

- d. Replacement or substitution of contractor personnel under this section must be in addition to, and not in lieu of, NYSDOL's remedies under the Contract or which otherwise may be available at law or in equity.
- e. If NYSDOL determines to direct substitution under Section 2.4.4.F(4) Directed Personnel Replacement, if at all possible, at least fifteen (15) days advance notice must be given to the contractor. However, if NYSDOL deems it necessary and in NYSDOL's best interests to remove the contractor personnel with less than fifteen (15) days' notice, NYSDOL may direct the removal in a timeframe of less than fifteen (15) days, including immediate removal.
- f. If contractor becomes aware that any contractor personnel provided under this Contract poses an unacceptable risk to the State or has been arrested for a felony or misdemeanor offense that may disqualify such contractor personnel from operating, or having access to NYSDOL systems and data, contractor must immediately notify the Contract Monitor. Should NYSDOL decide that the contractor personnel must be replaced, contractor must immediately remove the staff member and propose a qualified replacement.

G. Training Requirements

1) State-Mandated Training

Contractor vendor staff or subcontractor vendor staff that provide services under the contract must complete annual State-mandated training courses. All mandated courses are available online from the Statewide Learning Management System (SLMS) using a web browser interface. The courses that are currently required will take approximately eight (8) hours, in total, to complete and include:

- a. Right to Know
- b. Privacy and Security of Health Information
- c. Internal Controls
- d. Cyber Security Information and Security Awareness (separate or combined training will include content regarding compliance with the requirements of the Criminal Justice Information Services / CJIS)
- e. Equal Employment Opportunity: Rights and Responsibilities
- f. Sexual Harassment in the Workplace
- g. Prevention of Violence in the Workplace
- h. Language Access
- i. Code of Conduct
- j. Unemployment Insurance Confidentiality Training Modules 1, 2, and 3
- k. IRS Confidentiality Awareness Training and signed Acknowledgment form

The contractor vendor staff or subcontractor vendor staff hours needed for the training are the contractor's or subcontractor's responsibility. The content and quantity of mandated training courses may change over the course of this contract and will be communicated by NYSDOL to the contractor.

2) Additional Training

The contractor will be required to provide its workers with training needed to maintain and update proficiency with new technologies and applications throughout the contract term at the contractor's expense.

2.4.5 Travel Disclosure

Any contract personnel, including subcontractors, may be required to travel to NYSDOL offices and other locations in the State that are outside of the immediate Albany, NY area. The contractor is responsible for costs associated with travel to other NYSDOL offices. However, the current expectation is that all contractor tasks will occur at NYSDOL headquarters.

2.5 IV&V/QA Requirements

The contractor is required to provide implementation oversight. This is a systematic process of checking to ensure that the UISIM project, related services, and deliverables are developed to meet all specified contractual requirements, maintain high quality UI operations, and meet all operational service level agreements (SLAs). Required IV&V/QA activities will include, but will not be limited to:

- A. IV&V/QA services to oversee phase design through deployment of the UISIM implementation, OCM activities during those phases, the State project team, and where necessary, escalation to the PSC. The purpose of the IV&V/QA efforts is to oversee the work performed and analyze the deliverables received from both the DDI and OCM vendors. The contractor must review its own work as it relates to this project as part of its quality assurance plan, as described in Section 2.15.3 Minimum Deliverable Quality, and will itself be subject to review by the State Project Director. The contractor must develop DAC for each of the DDI/OCM deliverables and submit these to the PMO for State approval. Each DAC should be based on industry best practices, other successful UI modernization projects, as well as the specific UISIM requirements per deliverable. The contractor's DDI and OCM DAC are to be delivered to the state ~~within thirty (30)~~ sixty (60) business days ~~of contract start date~~ before the DDI start date of that deliverable.
- B. An independent perspective on UISIM project management, DDI vendor, and OCM vendor project activities and promote early detection of project variances/issues, UISIM variances, and organizational change effectiveness. Report and escalate to the PSC as necessary and recommend practical actions to mitigate project, system, and organizational change management variances is required.
- C. A bi-weekly status report and briefing of the Project Director, PMO, and key stakeholders on the progress of IV&V/QA efforts during bi-weekly QA status meetings.
- D. Development and execution of a Management Plan that is fully integrated into the entire project life cycle. The Management Plan must identify the scope, depth, schedule, tasks, activities, and resource requirements of the IV&V/QA effort.
- E. As part of the Management Plan, development of performance metrics and performance monitoring strategy for all aspects of the project's design, development, and implementation phases, to include, but not be limited to, the measurement and tracking of project progress against defined deliverables and milestones as they relate to the IV&V/QA items being assessed.
- F. Support of project life cycle processes to ensure compliance with regulatory, performance, scope, schedule, and quality requirements.
- G. Validation of UISIM and processes to ensure compliance with defined requirements traced through testing, training and deployment.
- H. Evaluation and implementation of corrective actions based upon IV&V/QA findings and recommendations.
- I. Confirmation that the DDI vendor is meeting the expectations set in its response to the DDI's RFP.
- J. Confirmation that the OCM vendor is meeting the expectations set in its response to the OCM UISIM RFP.
- K. Validation that UISIM is being appropriately documented and updated, when needed.

- L. Ongoing assessment reports and updates related to both the management and technical aspects of UISIM's development. This includes, but is not limited to:
 - a. System engineering assessment of requirements analysis, design specifications, and interfaces (deliverable reviews).
 - b. Data management assessment of data migration, software, and database design (deliverable reviews).
 - c. Independent code and testing assessment of product code, unit test, functional test, integration test, system test, performance test, and iteration user acceptance test.
 - d. System configuration management and documentation.
 - e. System compliance with nonfunctional requirements relative to performance, usability, configurability, extensibility, maintainability, infrastructure, reliability, and security.
- M. Periodic inspections, walkthroughs, and checks of documentation and code progress.
- N. Verification that code and business rules are being reused to ensure sharing of common functional requirements and rules across the application.
- O. Verification of data migration progress via periodic inspections, walkthroughs, and checks of documentation and code, and data cleansing progress.
- P. Verification that UISIM system components are configurable and reusable to the maximum extent possible given leveraging of the DDI vendor's database technology and development timelines and are consistent between all modules for maximum reuse and extensibility.
- Q. Validation that best practices are being utilized for interfaces, design patterns, and data migration.
- R. Development of independent testing plans and scripts, as needed (See Section 2.8 Testing Quality Assurance: B. Independent QA Testing). Independent test plans and scripts require NYSDOL prior review and approval. Assist with validating the testing of interfaces and integration with other systems such as ICON.
- S. Evaluation of system configuration control, code migration processes and migration scheduling routines.
- T. Review of the DDI vendor's configuration management process to make corrections and/or changes based upon interim UAT and final UAT testing and NYSDOL's approval.
- U. Propose recommended training for DDI or State personnel not covered by the DDI or OCM vendors.
- V. Evaluation of operations and maintenance procedures and ongoing configuration change control procedures.
- W. Evaluation of deployment and adoption approaches and outcomes; provide recommendations to business and technical stakeholders.
- X. Evaluation of the effectiveness of knowledge transfer through development, deployment, and post-deployment.
- Y. System performance monitoring to ensure that all requirements and Service Level Agreements (SLAs) are met.

The contractor must perform their work in a collaborative manner with the DDI and OCM vendors, and State UISIM project team. The IV&V/QA activities must be performed with minimal impact to the DDI and OCM vendors in terms of executing those vendors' efforts to keep the project on schedule.

2.6 Project Management IV&V/QA

The selected contractor is required to provide IV&V/QA on the DDI and OCM vendors' and PMO's project management methodology, methods, and processes. This includes, but is not limited to:

- A. **Project Integration Management.** Verify and validate that the various elements of the project are properly coordinated including:
 - 1) Project Plan update and maintenance
 - 2) Project Plan execution
 - 3) Integrated Project Scope Change Control Process
 - 4) Project Management and Governance (PSC)

- B. **Project Time Management.** Verify that activities are in place for timely completion of the project including:
 - 1) *Activity Definition:* verify that specific activities have been identified to produce the various project deliverables;
 - 2) *Activity Sequencing:* verify that interactivity dependencies have been identified and documented;
 - 3) *Activity Duration Estimating:* verify that the number and duration of work periods have been properly estimated to complete individual activities;
 - 4) *Schedule Development:* verify that activity sequences, activity durations, and resource requirements were properly created for the project schedule; and
 - 5) *Schedule Control:* verify control changes to the project schedule.

- C. **Project Resource Management.** Verify that the project has necessary, sufficient, and skilled staff resources to meet overall project milestones and timelines and should include:
 - 1) Resource planning
 - 2) Resource monitoring
 - 3) Human resources acquisition and backfilling

- D. **Project Communications Management.** Verify timely and appropriate generation, collection, dissemination, storage, and ultimate disposition of project information which includes:
 - 1) Communication planning
 - 2) Information distribution
 - 3) Performance reporting

- E. **Project Risk Management.** Verify that project management has identified, analyzed, and responded to project risk, including maximizing the probability and consequences of positive

events and minimizing the probability and consequences of adverse events to project objectives which includes:

- 1) Risk management planning
- 2) Risk identification
- 3) Qualitative risk
- 4) Quantitative risk
- 5) Risk response planning
- 6) Risk monitoring and control

The contractor will regularly contribute to the PMO's Project Risk Register.

- F. **Contract Scope Management.** Verify that requests for project change requests are scope changes, validate that benefits and impacts are correctly assessed, and that cost estimates (e.g. Hours) are reasonable to accomplish the requested changes and are in accordance with industry standards. The contractor is to review the scope change and make recommendations if it is prudent for the project.
- G. **Lessons Learned.** The contractor must document lessons from each phase of the project and provide recommendations to the PD and PSC on actions that should be incorporated in subsequent phases of the project.

The contractor must deliver a monthly report that provides an assessment of program management activities at the project and state levels, including recommendations for changes, modifications, and improvements. This should be part of the Monthly Assessment Report and will also be provided to the PSC and PMO.

2.7 Requirements Management, Traceability, and Design IV&V/QA

- A. The DDI vendor intends to use a proprietary tool as its requirements management tool to implement an effective requirements management process. As part of the requirements management process, the DDI vendor will generate and regularly update the Requirements Traceability Matrix (RTM). Items must include, but are not limited to:
- 1) Business rules
 - 2) Functional requirements
 - 3) Nonfunctional and general requirements
 - 4) Use Cases
 - 5) Design artifacts, interfaces and integration with other systems
 - 6) Data definitions
 - 7) Test cases
 - 8) Test plans
 - 9) Test results
 - 10) System workflow

The contractor must validate and verify that the following detailed requirements are being met by the DDI vendor on a monthly basis:

- A. All configurable system requirements are clearly identified.
- B. Reusable system requirements are being clearly identified.
- C. All system requirements are traceable to design, code, and test, at the element level using traceability matrices.
- D. All requirements changes are being tracked with traceability to downstream development.
- E. All workflow processes are clearly identified.
- F. All interface requirements are being traced to design, code and test at the element level, including the bridging interface between UISIM and the Employer / Appeals legacy systems.
- G. The requirements repository tool generates meaningful and current status reports.
- H. Integrity of the requirements repository throughout the development and operations, encompassing all system changes.
- I. Adherence to scope and identification of scope creep.

The contractor must provide results of the validation and verification above as determined by NYSDOL including recommendations for changes and modifications, in a report, on a monthly basis, or as needed based on timely corrective actions. This should be part of the Monthly Assessment Report and provided to the PSC and PMO.

2.8 Testing Quality Assurance

The contractor must provide objective and independent review and assessment to validate that the system being developed is the “right” system, and to verify that the DDI vendor is building the system correctly.

NYSDOL requires IV&V of testing to verify and validate that the new system developed by the DDI vendor:

- 1) meets the needs, requirements, and design specifications of NYSDOL; and
- 2) is free from defects to a sufficient level as determined by NYSDOL.

In addition, the contractor must assure that the defect rating (level) designated is assigned correctly in accordance with the agreed upon defect level ratings prioritization in the DDI contract and associated RFP.

A. Unit, Functional, Systems, Integration Testing

The contractor must assess the DDI vendor’s Unit, Functional, Systems, and Integration Testing of UISIM. Responsibilities will include, but not limited to, assessment and verification of the DDI vendor’s testing as follows:

- 1) Unit, functional, and integration testing;

- 2) Systems testing including interfaces and end user involvement as defined in the DDI vendor's and NYSDOL approved test plans;
- 3) Regression testing;
- 4) System, data and application security testing;
- 5) Performance / stress / load testing, mirroring the production environment;
- 6) Interfaces testing;
- 7) Bridge (to legacy Employer/Appeals) testing;
- 8) Mobile and Web testing; and
- 9) User Acceptance Testing.

The contractor must provide verification and validation of DDI vendor tests conducted above as determined by NYSDOL including recommendations for changes and modifications on a monthly basis, or as needed based on timely corrective actions. This should be part of the Monthly Assessment Report (that is provided to the PSC and PMO) and included as a section for the duration of the testing phases.

B. Independent QA Testing

The contractor may need to conduct their own independent system readiness testing in order to independently verify and validate the testing performed by the DDI vendor under 2.8.A above. This QA testing would provide the State with a readiness recommendation to move into UAT. Tests conducted and results obtained must be provided as part of the documentation for the recommendation for readiness to move to UAT. This may include:

- 1) Conducting sample reviews of DDI testing to validate that those critical elements that are unique to NYS were thoroughly tested against the design, meet the requirements, are of high quality, and are stable. This would include, but not be limited to: new configuration, new code, NYS business rules, NYS interfaces, and bridging software (used during Benefits Go-Live).
- 2) Verifying that an appropriate level of test coverage is achieved by the test process, that test results are verified, that the correct code configuration has been tested, and that the tests are appropriately documented, including formal logging of errors found in testing.
- 3) Verifying that a sufficient number and type of case scenarios are used to verify comprehensive but manageable testing and that tests are run in a realistic, real-time environment.
- 4) Evaluating the effectiveness of the level of automation used in testing by the DDI vendor, including data migration testing activities, bridging, interfaces, security, and performance load and stress testing.

Results, findings, and recommendations from any Independent QA Testing should be part of the Monthly Assessment Report (that is provided to the PSC and PMO) and included as a section for the duration of the testing phases.

C. User Acceptance Testing

An acceptance test team composed of State users from various functional areas will conduct the acceptance test. As with the system testing, the acceptance test will evaluate UISIM as an

integrated whole system based on the DDI vendor's development iteration's and two-phased deployment Iteration User Acceptance Testing (IUAT) or UAT for each production release. The IUAT and UAT will be conducted when systems testing has been successfully completed and deemed "fit for use" by NYSDOL. The IUAT and UAT will include all activities to take place during the actual implementation. The two phased DDI deployments are: Benefits (and corresponding Appeals) and Employer (and corresponding Appeals).

The IUAT or UAT will verify the following:

- 1) All functional aspects of UISIM are included for that IUAT or UAT;
- 2) Effectiveness of training methods and materials;
- 3) Response time and overall system performance;
- 4) System, data, and application security;
- 5) Accuracy/performance of all system interfaces;
- 6) Usability, configurability, and reliability of the application; and
- 7) Incorporation of mock business days.

The contractor must:

- 1) Verify completeness of the DDI vendor's test plan/s;
- 2) Validate NYSDOL's readiness to initiate and execute IUAT and/or UAT;
- 3) Per IUAT and UAT, provide a report that evaluates the DDI vendor's Acceptance Test Plan, including recommended changes;
- 4) Verify and validate the acceptance test processes to ensure items above are achieved successfully;
- 5) Verify and validate the accuracy and quality of the data generated is consistent with the expected outcome of the IUAT/UAT test cases.
- 6) Verify that a statistically valid sampling of errors and anomalies observed during testing are recorded and managed (see IUAT / UAT Test Result Tracking for further details);
- 7) Verify that all errors/anomalies have appropriate severity levels, are tracked until fixed, and are successfully retested (with evidence of adequate regression testing); and
- 8) Report bi-weekly during any IUAT or UAT activity on results of all tests and any changes which should be identified, prioritized, and addressed with the NYSDOL Project Director, including thresholds where quality of UISIM (functionally and technically) are at risk.

D. IUAT / UAT Test Result Tracking

The contractor must verify and validate that:

- 1) The DDI vendor's defect tracking tool captures, tracks, and reports IUAT/UAT defects, severity levels, issues, and discrepancies discovered at any test level of system testing and user acceptance testing.
- 2) There is clear traceability of defects of the following attributes to assist both defect tracking and defect metrics collation for in-process validation controls efficiency in defect containment:
 - a. Test level and test type;
 - b. Test iteration;

- c. Module, functional area, and use case concentration;
 - d. Test scenario, test case, and test script responsible for defect detection;
 - e. Test data sets; and
 - f. Mobile and web testing.
- 3) The DDI vendor is using these metrics to report the results of all testing phases to NYSDOL. The test report will include the following in addition to the agreed upon test metrics:
- a. Description of known outstanding issues at the end of testing phase;
 - b. Plan for resolution;
 - c. Testing trends, such as percentage of retests, time to fix a defect, number of same defects retested, etc.; and
 - d. Impact assessment on project schedule of testing results and outcomes.
- 4) Test results are supplemented by an updated RTM that captures downstream traceability of requirements to test cases developed/deployed for each test level and their final execution status at the test level.
- 5) Appropriate change/updates are incorporated into system documentation, including training materials based on test results.
- 6) A final Post-UAT Go-Live recommendation report documenting the system's readiness for Go-Live for each release is provided.

The contractor must report on a bi-weekly basis, during IUAT and UAT phases of each release, documenting the results of IUAT and UAT testing for the prior week and cumulatively addressing overall status, progress, trends, metrics, and items above, and include recommendations for changes and modifications. This report must be provided as a supplement to the Bi-Weekly Status Report during the testing phases.

2.9 Data Migration IV&V/QA

NYSDOL will require data migration from its existing applications to UISIM. The DDI vendor will complete data migration as a part of the system implementation. As the DDI deployment involves two phased implementations, there will be bridging to existing legacy systems (Employer and corresponding Appeals) as well as migration/conversion of data from those systems.

The DDI vendor's responsibilities include functions and processes necessary to ensure the successful migration of NYSDOL's data to UISIM. In the ETL process, the extraction is NYSDOL's responsibility, and the transformation and loading is the DDI vendor's responsibility with their ETL tool. Both NYSDOL and the DDI vendor are responsible for data cleansing activities.

The contractor must verify and validate that the following are accomplished by the DDI vendor in the new system:

- A. Identification of roles, responsibilities, and staffing required to support data migration;

- B. Migration strategy for handling any “black out” period when switching from the old system to the new bridging interface, and the interfaces associated with each;
- C. Data migration process (automated, manual, verification procedures, and acceptance responsibilities);
- D. Identification of systems to be converted, replaced, or impacted;
- E. Data mapping specifications and migration error handling procedures. Identification and tracking of defects, error handling, and audit requirements;
- F. Identification and schedule of all migration tasks including manual migration data cleanup and cleansing activities. Manual data entry activities and identification of and planning for manual support requirements;
- G. Data mapping business rules for missing/target mandatory fields and associated data transformation;
- H. Development of migration programs, including specifications, program coding, and test plans;
- I. NYSDOL/ITS and the DDI have sufficient staff assigned to support all data migration and conversion activities;
- J. Data migration support (system resource requirements, environment, policy, and hardware) of all ETL cycles;
- K. Identification of internal control, validation procedures, and evaluation criteria;
- L. Special training for migration activities, if needed;
- M. Procedure to review and compare NYSDOL’s legacy data with the converted data in the new system;
- N. Independent verification of the quality and accuracy of the data migrated as part of data migration routines;
- O. Migration testing including bridge testing and multiple full “mock” runs;
- P. Backup and recovery of migrated data, including methods or procedures for returning to the original legacy systems; and
- Q. Inclusion of users to verify data integrity at the completion of the migration process and signoff procedure.

For each of the two releases the contractor must independently provide two reports, both interim and final, to the PMO. The reports are to be provided six months (interim report) and three months (final report) prior to expected release Go-Live, respectively; and are provided sufficiently in advance in order to provide input into the Go/No-Go decision point at each release. The reports must address:

- A. Whether the DDI vendor and NYSDOL/ITS have sufficient staff and expertise to accomplish the data migration tasks above;
- B. Verification of the correctness and completeness of business rules of benefits, employer, and appeals data mapping (source to target and target to source);
- C. Verification and validation of the DDI vendor’s Data Migration Plan, that the ETLs and data cleansing is being accomplished consistent with the project plan and level of accuracy needed for tasks M-P above and the deployment of UISIM;

- D. If final ETL loads for major phases will be accomplished within acceptable blackout windows (if any) as determined by NYSDOL/ITS;
- E. Verification of the accuracy and quality of the data and ETL performed as part of data migration;
- F. Any non-compliance recommended corrective actions related to the data migration; and
- G. Assessment of migration error rates and if rates/accuracy are manageable.

2.10 Organizational Change Management IV&V/QA

The contractor must provide objective and independent review and assessment to validate that the Organizational Change Management (OCM) activities on the project, including those performed by the OCM vendor, are effective for user acceptance and buy-in, communications, and changes to existing business processes and workflows that will result from implementing UISIM.

NYSDOL requires the contractor to:

- A. Verify and validate that the stakeholder management activities meet the criterion established for stakeholder and user readiness to accept the new system to be deployed;
- B. Verify and validate that the communication methods and tasks are comprehensive, appropriate, and effective for the intended audiences;
- C. Verify and validate that UI and UIAB business and technical process changes have been documented, communicated to the appropriate stakeholder groups, and that end-users are aware of the changes in workflow and process for their respective functions; and
- D. Review and assess the OCM vendor deliverables to ensure that they meet acceptable industry standards, the IV&V/QA developed DAC, and the approved Deliverable Expectation Document (DED) for that deliverable.

For each of the two releases the contractor must independently provide two reports to the PSC and the PMO that address:

- A. Stakeholder management and user acceptance assessment; and
- B. Communication effectiveness assessment.

These reports are to be provided five months prior to expected release Go-Live respectively. In addition, the contractor will provide written deliverable reviews for each of the OCM vendor's deliverables.

2.11 Implementation Readiness, Training, and Knowledge Transfer IV&V/QA

The contractor must provide objective and independent review and assessment to validate that the system being developed is ready for training and deployment; and that the knowledge transfer activities of the DDI vendor will be effective for ongoing support and maintenance of UISIM.

NYSDOL requires the contractor to:

- A. Verify and validate that the system developed by the DDI vendor meets the criteria established for readiness to train both the train-the-trainers and the end user trainers, and that materials to be used are consistent with the system version in the training environment.
- B. Review training provided by the vendors to system users. This must include verification of all the following:
 - 1. Training for users is delivered, sufficient, and is directly related to business processes and required job skills. Additional remedial training has been provided, if needed;
 - 2. Training materials and help desk services are easily available to all users;
 - 3. All necessary policies, processes and documentation are updated, disseminated, and are easily available to users; and
 - 4. All training is given on-time and is evaluated and monitored for effectiveness, with additional training provided as needed.
- C. Verify, validate, and certify that the system proposed by the DDI vendor for release deployment meets the criteria established for readiness to deployment and the appropriate support is in place.
- D. Provide two readiness assessments of the NYSDOL/ITS staff to maintain, enhance, and support the system across all its levels including infrastructure, third-party products, and the application. The contractor must validate the effectiveness of knowledge transfer throughout design, development, testing, and implementation of the system as well as post-deployment. The contractor must proactively identify any gaps or areas of lagging and recommend remediation approaches, whether it be a NYSDOL/ITS or DDI vendor issue. The contractor must provide measurable and tangible criteria as checkpoints in the knowledge transfer activity to help ensure a successful outcome.
- E. Provide six reports (three per release), to the PSC and PMO, that address:
 - 1. Training readiness and effectiveness;
 - 2. Deployment readiness; and
 - 3. Knowledge transfer assessment.

In addition, the contractor is expected to provide 'early' identification of any issues that arise in training and deployment readiness and effectiveness of knowledge transfer in the months prior to each release. These would be reported as part of the Monthly Assessment Report (that is provided to the PSC and PMO) and included as a section for readiness. These reports are to be provided six, four, and two months prior to expected release Go-Live, respectively.

2.12 IV&V/QA Team Project Management

Throughout the project, the contractor must produce various deliverables. Some of these products are specific deliverables managed, produced, and updated by the contractor, while other work products arise out of the shared effort with both the DDI vendor and the State. The minimum deliverables and responsibilities are defined in this RFP. NYSDOL and the contractor may determine additional appropriate activities to be performed as the project progresses.

Throughout all phases of the project, the contractor must share working drafts of deliverables with NYSDOL in advance of formal submittal. In that way, NYSDOL will be able to inspect and review the documents and give feedback and seek clarity well in advance of the anticipated approval of each deliverable. NYSDOL will review all deliverables to determine fitness for use. If NYSDOL finds

deficiencies in any deliverable, the contractor must correct all such deficiencies and resubmit corrected deliverables for review, which begins a new review cycle. All deliverables must be approved by NYSDOL prior to being considered final. UISIM has an escalation procedure to the PSC to address disagreements.

The contractor must regularly update its own project schedule, conforming to the State's project management standards and guidelines, and must account for contractor resources. The contractor must regularly contribute to the PMO's Project Risk Register. These can be communicated in each of the Status Reports described below and at the bi-weekly status meetings with the Project Director.

2.13 Project Management Approach

The contractor will designate an IV&V/QA Project Manager to work closely with the NYSDOL Project Director, NYSDOL/ITS project managers, and DDI and OCM vendors' Project Managers. These individuals will work independently to address all of the relevant tasks and issues but will meet on a consistent basis to discuss all aspects of the project and to confirm that all of the contract requirements have been met. The IV&V/QA Project Manager must be able to report the current project status in sufficient detail to project stakeholders, including the PSC.

2.13.1 Status Meetings

The contractor, at a minimum, will meet bi-weekly with NYSDOL to review the project's bi-weekly status and prepare a bi-weekly report (Bi-Weekly Status Report) on any remedial action required. This should contain an analysis of the project schedule variance and recommendations for corrective action. In addition, it should provide a brief status on the progress of IV&V/QA tasks and activities.

Additionally, contractor, at a minimum, will meet quarterly with the NYSDOL PSC to review the project's performance over the past quarter, review trends and reporting measures, appraise action items and resolutions, and identify opportunities for improvements. The report presented to the PSC is the Quarterly PSC Project Performance Report. However, the contractor may need to meet with the PSC more frequently to address issues that cannot wait until the next PSC quarterly meeting.

Additionally, the contractor must hold meetings to include, but not be limited to: kickoff meeting, status meetings, stakeholder meetings, and other meetings required to perform the IV&V/QA tasks as described in this RFP. The contractor will be responsible for meeting materials and minutes. The project utilizes a dedicated SharePoint site as the repository for all documentation. The contractor will have its own dedicated directory and is expected to maintain all UI IV&V/QA work products in the project's SharePoint site. The IV&V/QA contractor must utilize the project SharePoint site for all documentation, unless directed by NYSDOL.

2.13.2 Status Reports

The contractor will provide a bi-weekly progress report covering activities, problems, risks, and recommendations. This report should be keyed to the work plan the contractor submitted in its proposal and updated during the first month post contract start date as well as an analysis of the DDI vendor's project schedule. Upon NYSDOL's request, the contractor must also brief stakeholders on the project status. During the testing phases of the project, the Bi-Weekly Status Report will also contain a supplement regarding an assessment of testing (see Sections 2.8: B, C, & D above).

The Bi-Weekly Status Reports must identify any problem areas which may potentially have a significant project impact. The report must describe the problem and its impact on the overall project and on each affected task. It must also list possible courses of action with advantages and disadvantages of each and include contractor recommendations with supporting rationale. This is submitted in the Bi-Weekly Status Report.

On a monthly basis, the contractor must submit a Monthly Assessment Report, which is an assessment of the 'health' of the project. This must, at a minimum, contain an assessment of:

- A. Project and IV&V/QA requirement activities(Section 2.5);
- B. Project management IV&V/QA(Section 2.6);
- C. Requirements management, traceability and design activities (Section 2.7);
- D. Testing validation including recommendations for changes and modifications (Section 2.8: A & B) This should be part of the Monthly Assessment Report for the duration of the applicable testing phases; and
- E. Training and deployment readiness, and effectiveness of knowledge transfer in the months prior to each Release (Section 2.11).

The Monthly Assessment Report is also meant to be more 'forward' looking in its analysis. It is to identify and assess trends such as scope impacts and deliverable quality; an assessment of risks with recommendations to mitigate those risks before they would become issues.

A Quarterly PSC Project Performance Report will be presented to the PSC. See Status Meetings in Section 2.13.1.

For all bi-weekly, monthly, and quarterly status or assessment reports, the contractor must proactively identify any gaps or areas of lag and recommend remediation approaches, to reduce overall project risk. This must include practical actions to mitigate project, system development, testing and implementation, and organizational change management variances. Outcomes to these recommendations must be tracked and communicated in a collaborative manner.

2.13.3 Change Orders

Change Orders are expected to be rare, but if necessary, to be of a minimal amount. In the event that NYSDOL determines that a Change Order is necessary, such Change Order will be subject to the requirements for contract amendments set forth in Section 1.2 of this RFP. Any and all changes are subject to the approval of the OAG and OSC.

2.14 Invoicing

2.14.1 Contractor Invoicing Schedule

- A. The engagement is a Fixed-Price (FP), deliverable-based contract. The price must be all inclusive. Final project deliverable content and deliverables acceptance criteria will be negotiated with the contractor during contract negotiations.
- B. NYSDOL reserves the right to modify the payment schedule proposed by the bidder to achieve a reasonably equitable deliverable-based payment schedule based on the proposed staffing plan. No more than 25% of the total contract value, based on the Fixed-Firm Price, may be assigned to the first contract year.
- C. Payments for any work based on Change Orders will be paid upon NYSDOL approval. These Change Orders must be identified on the invoice with reference numbers mapping back to the Change Order. Payments will be made no more frequently than monthly.
- D. NYSDOL will review deliverables (for non DDI or non OCM deliverable reviews) submitted by the contractor to the State, accept or reject those deliverables, and provide written comments and notice of deficiencies, if any, to the contractor, within ten (10) business days of receipt and will use all reasonable efforts to complete the review in less than the allotted time. The contractor must correct the deficiencies cited by the State and resubmit the deliverable for approval within five (5) business days of receipt of the State's comments, unless an extension is requested in writing by the contractor and approved in writing by the State. The contractor must respond to all State comments and incorporate such response into its resubmission of the deliverable. Full response by the contractor to the State's comments within five (5) business days will constitute fulfillment of that deliverable unless the State provides notice of a continuing deficiency. If notice of a continuing deficiency is given, the State will provide to the contractor a detailed description of the deficiencies that continue. The State reserves the right to withhold payment until the State is satisfied that all the deliverables have been achieved as set forth in this Agreement. If a dispute continues to occur on the satisfactory nature of a deliverable, and the parties don't agree after meeting and discussing, the deliverable dispute will be elevated to the Project Steering Committee to resolve.
- E. The contractor must review the DDI and OCM deliverables listed in Attachment F, against the approved DDI/OCM DED and the approved IV&V/QA DAC and submit to the State within eight (8) business days of receipt. Upon receipt of a revised deliverable from the DDI or OCM vendor, the contractor will re-review that deliverable to confirm that the contractor's comments have been adequately addressed. The contractor has four (4) business days to respond back to the State, verifying that appropriate corrections have been made in that DDI deliverable. The State reserves the right to withhold payment until the State is satisfied that verification of appropriate corrections was conducted and that the deliverables have been achieved as set forth in this Agreement.
- F. The contractor must invoice NYSDOL for contractor's services and submit complete and accurate invoices and/or vouchers, together with supporting documentation required by the contract to the designated payment office in order to receive payment. Contractor must include supporting documentation that clearly identifies the deliverables approved for the invoice period.

In order for deliverables to be considered for approval (for example, DDI Project Management Plan, Management Plan) they must adhere to the criteria listed in Section 2.14.3 – Deliverable Descriptions.

2.14.2 Payment Terms and Conditions

- A. Maximum Liability: In no event will NYSDOL's maximum liability under this contract exceed the total amount as agreed. Payments made will constitute the entire compensation due the contractor for all services and contractor obligations hereunder regardless of the difficulty, materials, or equipment required. The payment rates include, but are not limited to, all fees, overheads, and all other direct and indirect costs incurred or to be incurred by the contractor, including costs related to contractor's own software.
- B. The maximum liability represents available funds for payment to the contractor. This does not guarantee payment of any such funds to the contractor unless payment is due for an approved deliverable in accordance with the contract terms, or unless the State requests work and the contractor performs said work pursuant to Change Orders, Section 2.13.3; in which case, the contractor will be paid in accordance with the payment rates detailed in Attachment D - Financial Response Form.
- C. The contractor understands and agrees that an invoice under this contract must:
 - 1) only be submitted for completed service and must not include any charge for work planned but not yet completed; and
 - 2) not include sales tax or shipping charges.
- D. Compensation: The payment rates and the maximum liability under this contract are firm for the duration of the contract and are not subject to escalation for any reason unless an amendment to this contract setting forth such escalation is agreed to by the parties hereto. The contractor's firm fixed price must be inclusive of all travel costs which may include, but are not limited to, travel, meals, and lodging.
- E. Payment of Invoice: A payment by NYSDOL will not prejudice NYSDOL's right to object to or question any related payment, invoice, or matter. A payment by NYSDOL will not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.
- F. Invoice Conditions: The contractor's invoice will be subject to conditions outlined in the Contractor Invoicing Schedule (Section 2.14.1).
- G. Deductions: NYSDOL reserves the right to deduct from amounts, which are or will become due and payable to the contractor under this or any contract between the contractor and NYSDOL, any amounts, which are or will become due and payable to NYSDOL by the contractor including, but not limited to, liquidated damages or costs to NYSDOL for contractor's failure to provide effective services or to pay liquidated damages or other damages incurred by the State in connection with contract termination.
- H. Retainage: NYSDOL will hold back a charge of ten percent (10%) per deliverable for the duration of the project phase. Once all deliverables have been approved as acceptable (for payment) by NYSDOL, the hold-back will be paid ninety (90) days after the UISIM system is fully operational. That is ninety (90) days after the completion of DDI Milestone 3 (The DDI Milestones are defined and listed in the Unemployment Insurance System Solution RFP #V-17 issued on June 1, 2017).

2.14.3 Deliverable Descriptions

Table 2 provides a listing of the IV&V/QA project deliverables.

All dates are based on the DDI's known schedule. Due to the nature of IT projects, there will be deviations from the schedule. The month in the DDI schedule listed in the Due column in the table below is the current expected DDI month for which the IV&V/QA deliverable is to be submitted. When reference is made to a release (e.g. DDI Month 29: Release 1), the deliverable is to be performed and submitted prior to the actual release Go-Live date. The contractor must accommodate the changes to the DDI schedule. For all deliverables, the contractor must proactively identify any gaps or areas of lag and recommend remediation approaches, to reduce overall project risk. This must include practical actions to mitigate project, system development, and organizational change management variances, as required.

Table 2 – Deliverables List

Deliverable	Description	Due
Management Plan	<p>The Management Plan must describe the approach used to address the DDI's own Quality Management Plan throughout the life of the project. This Plan must identify the supplementary quality processes and practices including the periodic reviews, audits, and the testing strategy for key deliverables. The plan must also include the criteria by which quality is measured, the tolerances required of product and project deliverables, how compliance is measured and the process for addressing those instances whenever quality measures are out of tolerance or compliance.</p> <p>In order to verify the quality and validate the effectiveness of the DDI's deliverables, the contractor must develop and maintain a monthly deliverable assessment report. The monthly assessment report must include, but not be limited to:</p> <ul style="list-style-type: none"> a. Deliverable accuracy; b. Deliverable completeness; c. Adherence to contractual and functional requirements. d. Deliverable consistency with overall project and other deliverables; e. Deliverable deficiencies, errors, and omissions; and f. Recommended improvements and remediation. <p>The plan must also include:</p> <ul style="list-style-type: none"> a. Quality management process b. Roles and responsibilities c. Deliverables assessment d. Tools 	30 business days (from contract start date)

Deliverable	Description	Due
	<p>e. Quality standards</p> <p>See Section 2.5.</p>	
<p>DDI Deliverable Reviews</p>	<p>Analyze each of the DDI deliverables. See DDI RFP. Each deliverable review must contain deliverable evaluation review criteria against which the deliverable is evaluated. The contractor is to develop DAC for each of the DDI deliverables and submit these to the NYSDOL for State approval. These should be based on:</p> <ul style="list-style-type: none"> a. Industry best practices including Project Management Body of Knowledge (PMBOK) and Institute of Electrical and Electronics Engineers (IEEE) standards; b. Other state UI and human services modernization projects; and c. NYSDOL requirements per deliverable. <p>The contractor will:</p> <ul style="list-style-type: none"> a. Review all deliverables and reports submitted by the DDI vendor assessing detailed content, quality and completeness, and must notify NYSDOL of any DDI submitted deliverable deficiencies that do not contain all the necessary content required for that deliverable, lack sufficient quality, or are incomplete; b. Evaluate each deliverable and remediation recommendation for each component that fails to achieve the standards or the DDI vendor’s contractual obligations; and c. Provide a mitigation action for each deficiency that summarizes the deficiency, how it may affect the project, notes any discrepancies found, and provides a proposed action plan to resolve the deficiency and mitigate its impact. <p>See DDI RFP for a listing of all DDI deliverables. The Unemployment Insurance System Solution RFP #V-17 is available on NYSDOL’s Contract, Bid, & Grant Opportunities webpage: https://labor.ny.gov/agencyinfo/contracts/contract-bid-grant-opportunities.shtm</p> <p>See Section 2.5.</p>	<p>Per DDI month estimates (see Attachment A)</p> <p>QA Deliverable Acceptance Criteria (DAC) due 30 business days (from contract start date)</p>

Deliverable	Description	Due
<p>OCM Deliverable Reviews</p>	<p>Analyze each of the OCM deliverables. See OCM deliverable descriptions in Attachment F. Each deliverable review must contain deliverable evaluation review criteria against which the deliverable is evaluated. The contractor is to develop DAC for each of the OCM deliverables and submit these to NYSDOL for State approval. These should be based on:</p> <ul style="list-style-type: none"> a. Industry best practices including PMBOK and IEEE standards; b. Other state UI and human services modernization projects; and c. NYSDOL requirements per deliverable; or d. Other industry recognized standard that the contractor must outline and source, to the satisfaction of NYSDOL. <p>The contractor will:</p> <ul style="list-style-type: none"> a. Review all deliverables and reports submitted by the OCM vendor assessing detailed content, quality and completeness, and must notify the PMO of any OCM submitted deliverable deficiencies that do not contain all the necessary content required for that deliverable, lack sufficient quality, or are incomplete. b. Evaluate each deliverable and remediation recommendation for each component that fails to achieve the standards or the OCM vendor’s contractual obligations. c. Provide a mitigation action for each deficiency that summarizes the deficiency, how it may affect the project, notes any discrepancies found, and provides a proposed action plan to resolve the deficiency and mitigate its impact. <p>See Section 2.10.</p>	<p>Per OCM month estimates (see Attachment F)</p>
<p>Bi-Weekly Status Report</p>	<p>The Bi-Weekly Status Report covering activities, problems, risks, and recommendations must be prepared. This report is expected to be keyed to the work plan the contractor developed in its proposal.</p> <p>The reports must identify any problem areas which may potentially have a high impact on the project. The report must describe the problem and its impact on the overall project and on each affected task. It must also list possible courses of action with advantages and disadvantages of each and include contractor recommendations with supporting rationale.</p>	<p>Bi-Weekly (COB Friday)</p>

Deliverable	Description	Due
	<p>The DDI schedule analysis is to be performed and reported in the bi-weekly status schedule including slippage variance analysis and mitigations to address the slippage.</p> <p>Upon NYSDOL’s request, the contractor must also brief stakeholders on the project status. During the testing phases of the project, the bi-weekly status report will also contain a supplement regarding an assessment of testing. (See Section 2.8: B, C, & D above).</p> <p>See Section 2.13.2 and Section 2.6.B.</p>	
<p>Monthly Assessment Report</p>	<p>The Monthly Assessment Report is an assessment of the project. This would contain an assessment of:</p> <ul style="list-style-type: none"> a. Project and IV&V/QA activities (Section 2.5); b. Project management assessment (Section 2.6); c. Requirements management, traceability and design activities (Section 2.7); d. Testing validation (Section 2.8: A & B) for the duration of the applicable testing phases; and e. Training and deployment readiness, and effectiveness of knowledge transfer in the months prior to each release (Section 2.11). <p>The Monthly Assessment Report is forward looking in its analysis. Trend analysis would include scope, schedule changes and deliverable quality. An assessment of risk trends and recommendations to mitigate those risks before they would become issues would be contained in the report.</p> <p>See Section 2.13.2 and Section 2.6.</p>	<p>Monthly (COB 5th business day of following month)</p>
<p>Quarterly PSC Project Performance Report</p>	<p>At a minimum, a quarterly review of the project’s performance over the past quarter, including a review of trends and key metrics, an appraisal of risks, issue items and resolutions, issues requiring escalation, and identification of opportunities for improvement.</p> <p>See Section 2.13.2.</p>	<p>Quarterly (COB 5th business day of next quarter or by next PSC meeting)</p>
<p>Data Migration Review Reports (A total of four reports: Two reports for each of the two</p>	<p>Two reports for each of the two releases, both interim and final. The reports are to be provided six months (interim report) and three months (final report) prior to expected release Go-Live, respectively; and are provided sufficiently in advance in order to provide input into the Go/No-Go decision point at each release. The reports must address:</p>	<p>DDI Month 24 Interim (Release 1) DDI Month 31 Final</p>

Deliverable	Description	Due
releases: interim and final).	<ul style="list-style-type: none"> a. Whether the DDI and NYSDOL/ITS have sufficient staff and expertise to accomplish the data migration; b. Verification of the correctness and completeness of business rules of benefits, employer, and appeals data mapping (source to target and target to source); c. Verification and validation of the DDI vendor's Data Migration Plan; d. If final ETL loads for major phases will be accomplished within acceptable blackout windows; e. Independent verification of the quality and accuracy of the data migrated as part of data migration routines and in conformance with industry standards; f. Validation of the results of the migration 'mock runs'; g. Any non-compliance and recommended corrective actions related to the data migration; and h. Assessment of migration error rates and if rates/accuracy are manageable. <p>See Section 2.9.</p> <p>These reports are in addition to the DDI deliverable reviews.</p>	(Release 1) DDI Month 30 Interim (Release 2) DDI Month 38 Final (Release 2)
Organizational Change Management Reports (A total of four reports. Two for each of the two releases).	These are two different reports for each release, which are to be provided five months prior to expected release Go-Live, respectively, and which address: <ul style="list-style-type: none"> a) Stakeholder Management and User Acceptance Assessment <p>The Stakeholder Management and User Acceptance Assessment Report verifies and validates that the stakeholder management activities meet the criteria established for stakeholder and user readiness to accept the new system to be deployed by the DDI vendor.</p> <p>The Stakeholder Management and User Acceptance Assessment Report is due prior to deployment readiness.</p> b) Communication Effectiveness Assessment <p>The Communication Effectiveness Assessment Report verifies and validates that the communication methods and tasks are comprehensive, appropriate, and have been effective for the intended audiences.</p> <p>The Communication Effectiveness Assessment Report is due prior to the start of UAT for each release.</p> 	DDI Month 29 (Release 1) DDI Month 39 (Release 2) DDI Month 32 (Release 1) DDI Month 40 (Release 2)

Deliverable	Description	Due
	See Section 2.10.	
<p>Implementation Readiness, Training, and Knowledge Transfer Assessment Reports (A total of six reports. Three for each of the two releases).</p>	<p>These are six independent reports (three per Release) that address:</p> <ul style="list-style-type: none"> a. Training Effectiveness The Training Effectiveness Report prior to deployment readiness (at the completion of end-user training). b. Deployment Readiness The Deployment Readiness Report is produced for NYSDOL’s use to assess the success of the project and provide a recommendation on final acceptance of the system. This is due prior to each of the two releases. The contractor must provide a report, that includes but is not limited to the following: <ul style="list-style-type: none"> i. Demonstration of how the system meets the requirements and adheres to the design; ii. Evidence that the system satisfies NYSDOL’s requirements; iii. Documentation of lessons learned throughout the project and how they were incorporated effectively into the project; and iv. Recommendation to accept or reject the new system. c. Knowledge Transfer Assessment The contractor must provide implementation oversight, quality assurance throughout the project, and monitoring of the progress and effectiveness of knowledge transfer activities. <p>See Section 2.11.</p>	<p>DDI Month 30 (Release 1)</p> <p>DDI Month 40 (Release 2)</p> <p>DDI Month 33 (Release 1)</p> <p>DDI Month 41 (Release 2)</p> <p>DDI Month 36 (Release 1)</p> <p>DDI Month 44 (Release 2)</p>

2.15 Deliverable Submissions and Acceptance

2.15.1 Deliverable Submissions

- A. For every deliverable, the contractor must request that the PMO confirm receipt of that deliverable by sending a Deliverable Correspondence Receipt notification with the deliverable. The PMO will acknowledge receipt of the deliverable via email.
- B. Unless specified otherwise, written deliverables must be compatible with Microsoft Office, Microsoft Project, or Microsoft Visio versions 2016, or later. At NYSDOL's discretion, the State may request up to five hard copies of a written deliverable.
- C. A deliverable review cycle is documented under 2.14.1.
- D. Deliverables must be developed, maintained, submitted, and upgraded by the contractor throughout the project engagement in a manner designated by NYSDOL.

2.15.2 Deliverable Acceptance

- A. For each project deliverable, specific and final acceptance criteria must be established in a DED, the format and formality of which may vary based on deliverable and initial acceptance criteria stated. The contractor must work with NYSDOL to elaborate and finalize the acceptance criteria. The contractor will outline the DED form, for NYSDOL review and approval, when they are onboard.
- B. The contractor should deliver drafts of deliverables to NYSDOL to facilitate NYSDOL's review process. Nothing set forth herein with regard to the formal review process for deliverables will preclude verbal comments by NYSDOL to the contractor or its representatives during that process, and those verbal comments may be provided in addition to any formal process.
- C. For each deliverable under this RFP, the final deliverable must satisfy all requirements for the deliverable and acceptance criteria as defined generally in Section 2.14.3 - Deliverable Descriptions and specifically in the corresponding DED.
- D. For each DDI and OCM deliverable, the contractor will develop DAC which the contractor will use to evaluate the DDI/OCM specific deliverable. See Section 2.5.A.
- E. NYSDOL will issue to the contractor a notice of acceptance or rejection of the deliverable. The invoice must be accompanied by a copy of acceptance or payment will be withheld. The invoice must also clearly indicate the 10% hold back charge.
- F. In the event of rejection, NYSDOL will formally communicate in writing any deliverable deficiencies or non-conformities to the contractor, describing in those deficiencies what must be corrected prior to acceptance of the deliverable in sufficient detail for the contractor to address the deficiencies. The contractor must correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.
- G. Continuing Deficiency of Deliverables

In the event that NYSDOL fails to review and accept or reject a deliverable within fifteen (15) business days of receipt, except communication from NYSDOL of an unforeseen delay, the contractor must notify NYSDOL of the late response and proceed with performance as if

acceptance had been received from NYSDOL. However, such failure by NYSDOL to respond will not constitute acceptance of the deliverable by NYSDOL. If, in such circumstances, NYSDOL subsequently requires material changes to the deliverable, the parties must fairly consider and mutually agree as to the effect of the untimely rejection or acceptance on the delivery or implementation schedules. In no event will the contractor be entitled to any price increase or additional payment due to the need to correct deficient deliverables. If a dispute continues to occur on the satisfactory nature of a deliverable, and the parties don't agree after meeting and discussing, the deliverable dispute will be elevated to the PSC to resolve.

Such reviews and resubmissions will not be construed as a waiver of any deliverable or obligation to be performed, nor relieve the contractor from any obligation or requirement.

- H. The repository for all IV&V/QA materials created during this project (including meeting notes, work in progress, testing documentation, training assessments, drafts, and final deliverables) will reside in a designated UISIM SharePoint site, or in a manner designated by NYSDOL.
- I. The contractor must provide electronic versions of all documentation, and employ change control processes and version control to ensure documentation is kept current for the duration of the project. Where appropriate, the contractor must make available a table of contents and searchable index/keywords

2.15.3 Minimum Deliverable Quality

The contractor must subject each deliverable to its own internal quality-control process prior to submitting the deliverable to NYSDOL.

Each deliverable must meet the following minimum acceptance criteria:

- A. Be presented in a format appropriate for the subject matter and depth of discussion;
- B. Be organized in a manner that presents a logical flow of the deliverable's content;
- C. Represent factual information reasonably expected to have been known at the time of submittal;
- D. In each section of the deliverable, include only information relevant to that section of the deliverable;
- E. Contain content and presentation consistent with industry best practices in terms of deliverable completeness, level of detail, clarity, and quality;
- F. Meets the acceptance criteria applicable to that deliverable; and
- G. Contains no structural errors such as poor grammar, misspellings, or incorrect punctuation.
- H. Be written in plain and understandable language.

A draft written deliverable may contain limited structural errors such as incorrect punctuation and must represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable must otherwise comply with minimum deliverable quality criteria above.

Section 3 – Proposal Format

3.1 General Requirements

All proposals and accompanying documentation will become the property of the State 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 the proposal will be discussed outside of the evaluation process. The successful bidder's proposal and portions of the RFP deemed applicable by NYSDOL will be made part of the contract. Therefore, the proposal must be signed by an official authorized to commit the company to a contract.

For a proposal to be considered, the bidder must meet the eligibility criteria outlined in Section 1.4 Bidder's Minimum Qualifications and Award Basis – Eligibility Requirements and must prepare and deliver proposal documents according to the instructions in Section 3.3 Two Part Proposal Submission, including all the required documents and information set forth below.

3.2 Extraneous Terms

Bidder's proposal must conform to the terms and conditions set forth in this RFP. Material deviations to the terms and conditions set forth in this RFP (including additional, inconsistent, conflicting, or alternative terms) may render the bid non-responsive and may result in disqualification of the bidder's proposal, at the sole discretion of NYSDOL.

3.3 Two Part Proposal Submission

Bidders must submit proposals in two (2) separate packages:

- A. Volume I - Technical Proposal
- B. Volume II - Financial Proposal

The two volumes must be submitted simultaneously to the Procurement Office (at the address listed in Section - 1.3 Procurement Officer and Contract Monitor) by the date indicated in Section 1.7 – RFP Timeline. The bidder's response to this RFP must be submitted as two separately bound and identified proposals, the first of which is Volume I - Technical Proposal, and the second is Volume II - Financial Proposal.

Volume I - Technical Proposal

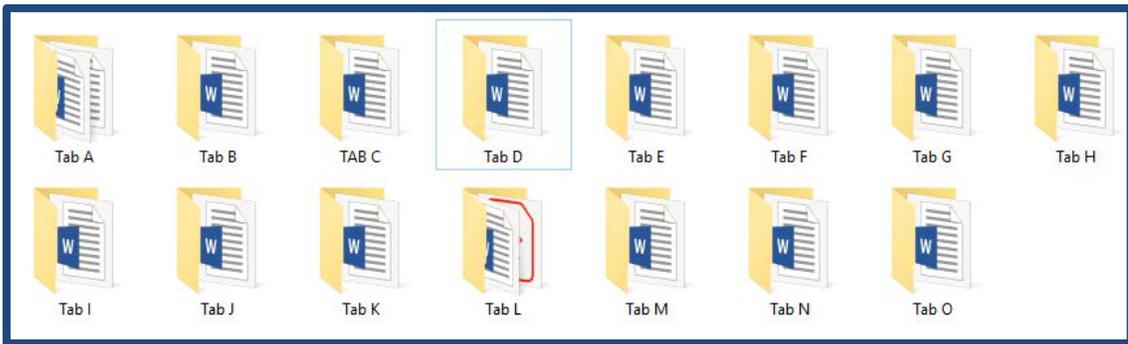
Volume I – Technical Proposal must be submitted as ten (10) hard copies (printed and bound in three-ring presentation binders), 2 of which must contain original signatures. The bidder must also submit two (2) corresponding searchable electronic media copies on USB 2 or 3 compliant flash drives labelled "Vendor name UISIM IV&V/QA RFP#Z-03 Technical", saved as Microsoft Word, Excel, and/or Adobe Acrobat format files.

Attachments that require responses must stay in their original software format. Originally signed documents and drawings may be provided in Adobe Acrobat PDF format, provided that the bidder has submitted the documents containing the original signature elsewhere in its submission. Separate electronic media submissions must be made for the Technical and the Financial Proposals. **Pricing**

Information should not be in Volume I - Technical Proposal. Pricing information should only be included in Volume II - Financial Proposal.

To assist with the uniformity of submissions and documents, the electronic media submission is expected to follow these instructions:

- A. Create directory names that correspond to Section 3.4 Volume I - Technical Proposal. There should be directories named 'Tab A' through 'Tab O'. Bidder is expected to provide a response for each tab (Tab A through Tab O). However, if the bidder does not have information to provide for a specific tab, please include a note within that tab that indicates "<Bidder's Name> does not have any information to provide for Tab <X>."



- B. Save the pertinent technical response documents into the applicable directory.
- C. For attachments that require response, please retain the original filename.
- D. Tab K can have multiple Attachment C4 – Personnel Resume Forms. Please use the following filename format for each resume:

"Resume_MarySmith.docx". Naming your file "R MarySmith..." is not the same.
- E. Tab K optionally allows additional files to support a candidate. If submitting, please use the following filename format:

"Additional1_MarySmith.docx", "Additional 2_MarySmith.docx", etc.

Volume II - Financial Proposal

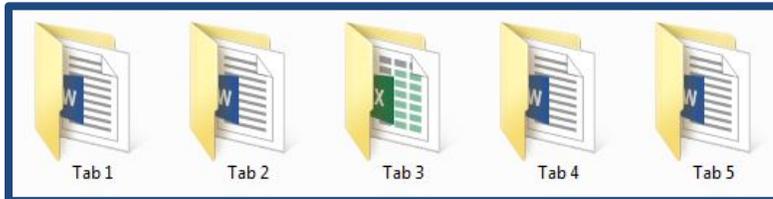
Volume II – Financial Proposal must be submitted as five (5) hard copies (printed), two (2) of which must contain original signatures. The bidder must also submit two (2) corresponding searchable electronic media copies on USB 2 or 3 compliant flash drives labelled "Vendor name UISIM IV&V/QA RFP#Z-03 Financial", saved as Microsoft Word, Excel, and/or Adobe Acrobat format files.

Attachments that require responses must stay in their original software format; for instance, Attachment D – Financial Response Form stays as a Microsoft Excel file. Originally signed documents and drawings may be provided in Adobe Acrobat PDF format, provided that the bidder has submitted the documents containing the original signature elsewhere in its submission. Separate electronic media submissions

must be made for the Technical and the Financial Proposals. **Do not include information or files from the Technical Proposal in the paper copies or electronic media which contain the Financial Proposal.**

To assist with the uniformity of submissions and documents, the electronic media submission should follow these instructions:

- A. Create directory names that correspond to Section 3.5 Volume II – Financial Proposal, named 'Tab 1' thru 'Tab 5'.



- B. Save the pertinent financial response documents into the applicable directory. Please use the following filename format for each bidder created Financial Proposal response document: "Tab Description.Bidder Name", thus the narrative for Tab B for a bidder named "Corporate Solutions" would be named "Financial Proposal Narrative.Corporate Solutions".
- C. For attachments that require response, please retain the original filename.

3.3.1 Packaging of Proposal Submission

Bidder is required to package Volume I – Technical Proposal separately from Volume II – Financial Proposal. Each package must be sealed and must include a Table of Contents. The outside of each sealed package must include the following information:

- A. Volume I – Technical Proposal or Volume II – Financial Proposal;
- B. RFP Title and Number; and
- C. Name of the bidder.

3.3.2 Page Formatting and Numbering

In addition to NYSDOL provided response forms, there are sections of the proposal where the bidder must provide additional information describing their organization, methodologies, personnel, approach, etc. as described in Sections 3.4 and 3.5. These sections of the bidder's proposals must be printed on standard 8½ by 11 inch white paper. A page is defined as one face of a sheet of paper containing information. All pages should be numbered sequentially from the first to the last page. Pages printed on both sides must be numbered on both sides. Margins must be set at a minimum of 1 inch on top, bottom, and each side. Type font should be Arial and size must be no smaller than 11-point character height. If diagrams are included in the proposal, they must be sized to fit on 8½ x 11 inch, 8 ½ x 14, or 11 x 17 inch white paper. The proposal should be bound in three-ring presentation binders. Labeled dividers must be

used to separate major sections of the proposals as described in Sections 3.4 and 3.5. To aid in proposal evaluation, it is requested that bidders' proposals be as succinct as possible, while adequately covering all areas requested in Sections 3.4 and 3.5 of this RFP. The bidder should respond to each tab for both the Technical Proposal and the Financial Proposal. Inclusion of bidder's marketing materials is not recommended.

3.3.3 Delivery of Proposal Submission

If the bidder chooses to use the U.S. Postal Service for delivery, NYSDOL recommends that it use Express Mail, Priority Mail, or Certified Mail only as these are the only forms for which both the date and time of receipt can be verified by NYSDOL. A bidder using first-class mail will not be able to prove a timely delivery and it could take several days for an item sent by first-class mail to make its way by normal internal mail to the Purchase and Contracts Unit.

3.3.4 Courier Delivery Service

Hand-delivery includes delivery by commercial carrier acting as agent for the bidder. For any type of direct (non-mail) delivery, bidders are advised to secure a dated, signed, and time-stamped (or otherwise indicated) receipt of delivery.

3.3.5 RFP Due Date

The Procurement Officer must receive all technical and Financial Proposal material by the RFP due date and time specified in Section 1.7 RFP Timeline.

3.4 Volume I - Technical Proposal

The purpose of this section of the RFP is to prescribe the organization and minimum content of the bidder's Technical Proposal. The Technical Proposal must describe, in complete detail, all aspects of the proposed technical program. Cost data or cross-reference to the Financial Proposal should not be included in the Technical Proposal, so that evaluation of this volume can be performed without regard to cost. To facilitate evaluation, the bidder must organize its Technical Proposal according to the format prescribed below.

Volume I – Technical Proposal must include the following documents and information in the order specified as follows. Each section of the Technical Proposal must be separated by a tab that completely identifies the title of the section as it is named in the Table of Contents, as detailed below:

TAB A – Introduction

As an introduction to the bidder's proposal, bidder should provide, at a minimum, the following information:

- A. **Title Page:** The Technical Proposal should begin with a Title Page bearing the name and address of the bidder and the name and number of this RFP.
- B. **Claim of Confidentiality:** Any information which is claimed to be confidential is to be noted by reference and included after the Title Page and before the Table of Contents, and if applicable, also in the bidder's Financial Proposal. An explanation for each claim of confidentiality must be included (see Attachment G, General Terms and Conditions, Section 1.7 Freedom of Information Law). The entire proposal cannot be given a blanket confidentiality designation. Any confidentiality designation must apply to specific sections, pages, or portions of pages of the proposal.
- C. **Table of Contents:** Should follow the Claim of Confidentiality, if applicable, and the Title Page for the Technical Proposal, organized by section, subsection, and page number.
- D. **Transmittal Letter:** A Transmittal Letter should accompany the Technical Proposal. The purpose of this letter is to transmit the proposal and acknowledge the receipt of any amendments. The Transmittal Letter should be brief and signed by an individual who is authorized to commit the bidder to the services and requirements as stated in this RFP. The Transmittal Letter should include the following:
 - 1) Name and address of the bidder;
 - 2) Name, title, e-mail address, and telephone number of primary contact for the bidder;
 - 3) Solicitation Title and Solicitation Number that the proposal is in response to;
 - 4) Signature, typed name, and title of an individual authorized to commit the bidder to its proposal;
 - 5) Bidder's (and/or subcontractor's) New York State MWBE certification number (if applicable);
 - 6) Acknowledgement of all amendments to this RFP
- E. **Executive Summary:** The bidder should condense and highlight the contents of the Technical Proposal in the "Executive Summary." The bidder should state in succinct terms their understanding of the problem presented or the service required by this RFP. Include a short description of the proposed effort, a list of items that will be delivered or services to be provided.

TAB B – Experience

For Section A below, the bidder must use Attachment B1 – Bidder’s Mandatory Qualifications Response Form. For Section B below, the bidder should use Attachment B2 - Desired Bidder’s Qualifications Response Form, to provide the following information.

- A. **Mandatory Qualifications:** The bidder must submit documentation as outlined in Section 1.4 for meeting bidder mandatory qualifications. **The bidder may only use subcontractor experience or personnel where designated to** demonstrate meeting mandatory qualifications.
- 1) Using Attachment B1, one (1) client point of contact must be provided for each project from customers for whom the bidder has provided services within the past seven (7) years and who are capable of verifying that the bidder meets the RFP’s mandatory qualifications, as outlined in Section 1.4. It is preferred that the client point of contact provided for each project was of the level of executive management. The following information must be provided on Attachment B1:
 - a. Name of client organization;
 - b. Name, title, address, telephone number, and e-mail address, of the client point of contact for the client organization; and
 - c. Project duration, bidder engagement duration, project type, and description of services provided.

Client points of contact provided must be available to be contacted by NYSDOL. In addition to the contacts provided by the bidder, NYSDOL reserves the right to request additional contacts or utilize contacts not provided by a bidder. Client (customer) points of contact refers to the ultimate recipient of the project services and does not include a prime contractor who oversaw the bidder as a subcontractor on a project.

NYSDOL, at its sole discretion, may request client points of contact from any or all proposed subcontractors.

- B. **Desired Bidder’s Qualifications:** In addition to the projects listed to satisfy the mandatory qualifications as described above in A, the bidder should provide information on past experience that can demonstrate the bidder’s ability to provide the services specified in this RFP. The number of these projects provided on Attachment B2 – Desired Bidder’s Qualifications Form, should not exceed five (5). These additional project qualifications can demonstrate services requested in this RFP that were not provided in the projects identified to meet the minimum qualifications under A above.
- 1) Using Attachment B2, one (1) reference must be provided for each project submitted from customers who are capable of documenting that the bidder has prior experience to meet the RFP’s desired bidder’s qualifications, as outlined in Section 2.4. It is preferred that the reference provided for each project be of the level of executive management. Each reference must be from a customer for whom the bidder has provided services within the past seven (7) years. The following information must be provided on Attachment B2:
 - a. Name of client organization;
 - b. Name, title, address, telephone number, and e-mail address, of the one (1) reference for the client organization; and

- c. Project description, duration, and cost.

References provided must be available to be contacted by NYSDOL. Comments regarding prior performance will be solicited as part of the reference process.

Include experience in quality assurance and IV&V services, IT system migration, interface testing validation, system integration testing evaluation and independent QA testing, unemployment benefits, employer and UIAB, organizational change management, and any other relevant experience. Experience shown should be work done by individuals who will be assigned to this project as well as experience of the company. Quality assurance, independent QA testing, or IV&V projects referred to must be identified and the customer name shown.

If the bidder does not submit the two (2) projects provided to meet the bidder mandatory qualifications to also support the desired bidder qualifications, the client points of contact for the two (2) projects submitted for the bidder mandatory qualifications will be contacted to provide information on prior performance. In this event, these two (2) projects will count toward the maximum project total of five (5) to be submitted and reviewed in the evaluation of desired bidder qualifications.

Bidders may also provide details of any industry-recognized quality standard, to which it is compliant, as well as any industry certifications or awards received.

- C. **Supplemental Information:** Using Attachment B3, the bidder should describe how its organization, based on prior experiences, can meet the requirements of this RFP. At a minimum, the response should include the following information:
 - 1) The number of years the bidder has provided similar services;
 - 2) The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under this contract; and
 - 3) The overall organization showing business and technical owners of the project.

TAB C – IV&V/QA Requirements

The bidder should review each item in Section 2.5 and must describe the approach to meet the IV&V/QA requirements as set forth in that section. The bidder should describe how, using past successful experiences and understanding of both project management and IV&V/QA methodologies, tools, and processes, they will successfully verify and validate each item. The narrative should be concise but detailed; diagrams may be included to provide additional clarity.

The bidder should provide samples of DDI and OCM Deliverable Acceptance Criteria (DAC) and include these in Tab N.

TAB D – Project Management Quality Assurance

The bidder should describe how it will meet the requirements of Section 2.6 of the RFP. The bidder should also refer to Section 2.14.3 for deliverable description and timeframes. The bidder's response should include the following information, at a minimum:

- A. A detailed yet concise response as to how the bidder will satisfy each item in Section 2.6 using past successful experiences;

- B. How the bidder will successfully assess both UISIM project management and the DDI and OCM vendors' project management, time management, resource management, communication management, risk management, and contract scope management;
- C. A description of how the bidder will deliver assessments on a monthly basis that include recommendations for changes, modifications, and improvements; and
- D. An assessment of how the UISIM project has effectively incorporated lessons learned; and
- E. An assessment of key risks and recommended mitigation strategies that the UISIM project will face.

TAB E – Requirements Management, Traceability, and Design IV&V/QA

Bidders should describe, based on their past successful experiences, how they will successfully verify and validate each item in Section 2.7.

The bidder should describe how they will report to NYSDOL, on a monthly basis, the items listed in Section 2.7. These include areas such as configurable system requirements identified, reusable and system requirements identified, interfaces and the bridging interface specifications between the new system and legacy employer/UIAB, and validation that all the system requirements are traceable through design, code, and test, based on the DDI vendor's traceability matrices and detailed technical design specification documents. The bidder should also refer to Section 2.14.3 for deliverable description and timeframes.

The bidder should provide an example of a traceability assessment of a DDI's RTM. This example can be included in Tab N.

TAB F – Testing Quality Assurance

The bidder should provide a comprehensive narrative documenting the processes, tools, and methods it has successfully used in past similar projects and what processes, tools, and methods they should employ to meet the requirements in Section 2.8. The bidder should also refer to Section 2.14.3 for deliverable description and timeframes.

The bidder should also address how they will independently provide regular reporting whether the DDI and NYSDOL/ITS have the staff and expertise to verify the correctness and completeness of benefits, employer, and appeals data mapping, and to validate the DDI's testing plan(s).

Any software used with the QA engagement, for which NYSDOL would need to obtain licenses, must be defined by the bidder.

The bidder should provide examples of testing reviews and independent QA testing performed from prior QA or IV&V projects. These examples can be included in Tab N.

TAB G – Data Migration IV&V/QA

The bidder should provide a comprehensive narrative describing the processes, tools, and methods it has successfully used in past similar projects and what processes, tools, and methods they should employ to meet the requirements in Section 2.9. The bidder should also refer to Section 2.14.3 for deliverable description and timeframes.

The bidder should also address how they will independently provide interim and final reports (per release) that address whether the DDI, NYSDOL and ITS have the staff and expertise to accomplish the data migration, verify the correctness and completeness of benefits, employer, and appeals data mapping, validate the DDI's Data Migration Plan, verify that the ETLs and data cleansing are consistent with the project plan and accuracy needed for deployment of the new system, that the final ETL loads for major phases can be accomplished with blackout windows, enumerate any non-compliance recommended corrective actions related to the data migration, and validate the results of multiple migration 'mock-runs'.

The bidder should provide examples of a detailed review of data conversion data mapping and results. These examples can be included in Tab N.

TAB H – Organizational Change Management IV&V/QA

The bidder should provide a comprehensive narrative describing the processes, tools, and methods it has successfully used in past similar projects and what processes, tools, and methods they should employ to meet the requirements in Section 2.10. The bidder should also refer to Section 2.14.3 for deliverable description and timeframes.

The bidder should also address how they will independently provide two (2) reports (at each release) that address whether both NYSDOL/ITS and the OCM vendor are organizationally ready to adopt the new UI system.

The bidder should provide an example of an effectiveness review of user adoption readiness activities. This example can be included in Tab N.

TAB I – Implementation Readiness, Training, and Knowledge Transfer IV&V/QA

The bidder should provide a comprehensive narrative documenting the processes, tools, and methods it has successfully used in past similar projects and what processes, tools, and methods they should employ to meet the requirements in Section 2.11. The bidder should also refer to Section 2.14.3 for deliverable description and timeframes.

The bidder should also address how they will independently provide three (3) reports (at each release) that address whether both NYSDOL/ITS and the DDI vendor are ready for deployment of the new UI system.

The bidder should provide an example of evaluating effectiveness of knowledge transfer activities. This example can be included in Tab N.

TAB J – Project Management, Status Report, Proposed Schedule, and Work Plan

The bidder should provide a comprehensive narrative and proposed schedule for the quality assurance activities of this project. The bidder should also refer to Section 2.14.3 for deliverable description and timeframes.

The bidder should include, by project phase, descriptions of their detailed work plan and schedule that correspond to the DDI's anticipated schedule in Attachment A Design, Development, and Implementation Schedule.

The narrative should also describe the bidder's project management methodology and artifacts and how the methodology will meet the requirements as described in this RFP.

The proposed schedule must be a Gantt or similar bar chart that tracks tasks across time. It should show the start and finish date of each task (and their dependency to each other), work effort, and resource allocation with task and role. The chart should highlight any critical path, such as the longest duration path through the schedule.

The bidder should provide copies of bi-weekly, monthly, and quarterly reports provided to a project steering committee, from projects similar in size and scope as UISIM. These can be included in Tab N.

TAB K – Staffing Plan

The bidder should provide a proposed staffing plan for this project. The format for the staffing plan is up to the bidder's discretion. Include the number of QA technical and QA business analysts, QA reviewers, QA testers, QA OCM professionals, other QA personnel (e.g. specialists) etc., who will be engaged. All roles identified in Section 2.4.2 are considered key personnel. Identify by name any subcontractors you intend to use and the services they will perform. Team members, except the bidder's project manager, may hold multiple roles.

The bidder must provide sufficient staffing numbers and expertise to efficiently perform the tasks as described in this RFP and deliver quality deliverables.

The bidder's proposal should include the following information, at a minimum:

- A. The number and types of personnel proposed to be utilized under the contract.
- B. Following instructions set forth in Attachment C, the bidder must demonstrate, using Attachments C1-C3, that individuals proposed for the dedicated key personnel titles of Project Manager, Technical Analyst, and Business Analyst have the minimum qualifications and required references set forth in Section 2.4.2 of this RFP. Different individuals must be submitted for each key personnel title. At the discretion of NYSDOL, references may be checked at any point during the evaluation process. Copies of current certifications are required. The bidder should also demonstrate any desired qualifications for the key personnel titles using Attachments C1-C3.
- C. Detail how proposed personnel's experience and qualifications relate to their specific responsibilities, including any staff of proposed subcontractor(s). Following instructions set forth in Attachment C, the bidder should submit, using Attachment C4 Personnel Resume Form, individual resumes, and at least two references, for each key personnel identified in Section 2.4.2. Each resume should include the amount of experience the individual has had relative to the scope of work set forth in this solicitation. Letters of intended commitment to work on the project, including letters from any proposed subcontractor(s), should be included in this section.

- D. Describe any remote-access requirements of the contractor staff.
- E. Submission of other individuals considered to be critical to the project to accomplish required tasks using Attachment C4.
- F. An organizational chart outlining personnel and their related duties.
- G. Job titles of each individual, time spent on his/her assigned project tasks.

NYSDOL reserves the right to approve or disapprove the bidder's proposed staffing. Bidders using job titles other than those commonly used by industry standards must provide a crosswalk reference document.

TAB L – Subcontractors

NYSDOL understands subcontracting may be a necessary part of the final contract. While the selection of the subcontractors will be the responsibility of the contractor, in its evaluation of the proposals, NYSDOL will review the bidder's known subcontractors and the value/expertise they bring to the project. The bidder must provide in a narrative, list, or table format the following information on their known subcontractors:

- A. A list of all subcontractors that will work as part of the IV&V/QA team, including those utilized in meeting the MWBE contracting goal; and
- B. A full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project.

TAB M – Additional Required Technical Submissions

In addition to the documentation that has been described above, there are also required State legal and regulatory forms included in the RFP that the bidder must complete and sign. These forms are to be packaged under Tab M of the Technical Proposal.

TAB N – Bidder Samples

The bidder should provide samples as described in Tabs C, E, F, G, H, I, and J. These can be packaged under Tab N of the Technical Proposal. More than one example can be provided:

1. Tab C: example of design, development, and implementation and OCM DAC.
2. Tab E: example of a traceability assessment of a design, development, and implementation RTM.
3. Tab F: example of testing reviews and independent QA testing performed from prior QA or IV&V projects.
4. Tab G: example of a detailed review of data conversion data mapping and results.

5. Tab H: example of an effectiveness review of user adoption readiness activities.
6. Tab I: example of evaluating effectiveness of knowledge transfer activities.
7. Tab J: example of bi-weekly, monthly, and quarterly reports provided to a project steering committee, from projects similar in size and scope as UISIM.

TAB O – Assumptions

The bidder may provide assumptions in Tab O. These should identify any assumptions the bidder has taken to the requirements of this RFP, the contract terms and conditions (Section 5 General Terms and Conditions), or any other attachments.

The State recommends that all bidder assumptions be submitted in the Q&A and not in Tab O.

If the bidder provides assumptions in Tab O that were not submitted in the Q&A, then:

Any assumptions that are material deviations to the terms and conditions set forth in this RFP may render the bid non-responsive and may result in disqualification of the bidder's proposal. It is NYSDOL's sole discretion to determine if a bidder assumption is a material deviation to this RFP.

Any assumptions taken by the bidder to the RFP may be rejected, at the sole discretion of NYSDOL.

If the bidder has no assumptions to the requirements of this RFP, Tab O must so state.

3.5 Volume II – Financial Proposal

Under separate sealed cover from Volume I – Technical Proposal, bidder must submit Volume II – Financial Proposal. Volume II - Financial Proposal must contain all price information in the format specified in Attachment D. Information which is claimed to be confidential is to be clearly identified in the bidder's Financial Proposal. An explanation for each claim of confidentiality must be included as part of the Financial Proposal. This is a fixed price contract; prices are inclusive and must encompass all requirements in the RFP with the exception of change orders, which may be completed on a time basis using the hourly blended rate supplied in the Financial Proposal.

Each section must be labeled with an index tab that completely identifies the title of the major section as it is named in the Table of Contents.

The purpose of this RFP section is to prescribe the items that must be included in the bidder's Financial Proposal. All proposed costs must be directly related to project activities associated with providing the required phases/deliverables. The following are required sections of the Financial Proposal:

TAB 1 - Executive Summary

The Financial Proposal should begin with an introduction and summary that provides a brief overview and description of the bidder's approach that was used to determine the overall costs of the fixed-price deliverables for the project.

TAB 2 – Financial Proposal Narrative

The Financial Proposal Narrative should provide a detailed narrative description of the bidder's costs as shown on the Financial Response Form (below). This section must immediately follow the Executive Summary. The bidder's response must be as concise as possible.

TAB 3 – Financial Response Form

Costs must be disclosed on Attachment D - Financial Response Form, with the details further described in the Financial Proposal Narrative.

Bidder must submit an Excel file and a signed PDF file with their Financial Proposal. By signing the proposal, the bidder affirms that the proposed costs are all inclusive of the costs for services to NYSDOL provided under this project.

Failure to submit the Financial Proposal in accordance with the instructions and the prescribed format contained in Attachment D may result in the bidder's proposal being considered non-responsive and result in its elimination from further evaluation.

The bidder's fixed price must consist of the bidder's proposed fixed-price costs for IV&V/QA, as described in Sections 2.5 through 2.13. All costs provided must be inclusive.

If subcontractors are proposed, see Tab 4 for additional instructions.

TAB 4 – Subcontractors

If subcontractors are intended to be used, the Financial Proposal must ensure that subcontractors adhere to the guidance set forth herein. To that end:

- A. The bidder must identify principal items/services to be subcontracted.
- B. The bidder must not enter into any binding agreement with a subcontractor without written approval from NYSDOL.

TAB 5 – Financial and Operational Stability

The bidder must provide evidence that their company currently has one of the following credit ratings:

Moody's	AAA, AA1, AA2, AA3, A1, A2 or A3.
Standard and Poor's	AAA, AA+, AA, AA-, A+, A, or A-
Fitch Ratings	AAA, AA+, AA, AA-, A+, A, or A-
DBRS	AAA, AA high, AA, AA low, A high, A, or A low
<u>Dun and Bradstreet</u>	<u>Composite Credit Appraisal rating of a 1 or a 2</u>

Section 4 - Selection Process and Criteria

4.1 Evaluation Process

All compliant proposals accepted from qualified bidders will be subject to an evaluation by NYSDOL. The RFP Coordinator will establish a Technical Evaluation Team and a Financial Proposal Review Committee. Members of each committee will individually evaluate either the technical or the cost portions of the proposals.

NYSDOL reserves the right to increase or reduce a bidder's technical score. Technical score is comprised of the Written Technical Proposal, information received (either verbally or in writing) during reference checks, and the Live Demonstration (Live Technical).

The method of selection will be based on a point system with the rating criteria weighted at 55% Written Technical, 15% Live Demonstration, and 30% Financial. NYSDOL will select the bidder that provides the best value taking into consideration a combination of factors including qualifications, experience, technical, and financial as described herein. The award winner will be selected on the basis of the highest total points scored.

This is a best value procurement. NYSDOL and the State intend to acquire services that represent the "Best Value."

4.2 Technical Proposal Evaluation (70 points)

Initial Review (Pass/Fail – No points)

NYSDOL will perform an initial review of each proposal received to determine whether the bidder and proposed key personnel meet the mandatory requirements necessary to bid as stated in Sections 1.4 and 2.4.2 (respectively) of the RFP. To verify that the bidder meets the mandatory qualifications listed in Section 1.4, client points of contact provided by the bidder on Attachment B1 will be contacted by NYSDOL. To verify that the key personnel meet the mandatory qualifications listed in Section 2.4.2, client points of contact provided on Attachments C1 through C3 will be contacted by NYSDOL. Proposals will receive either a passing or failing evaluation during the initial screening, and a fail will result in no further review.

Written Technical Evaluation (55 points)

The Technical Evaluation Team will perform the Technical Proposal evaluation. The Written Technical evaluation will be based on soundness of the bidder's approach, personnel qualifications, understanding the requirements set forth in Section 3.4 of this RFP, and will be organized by the following categories.

- A. Bidder Experience: Proposals will be evaluated based upon information provided in response to Section 3.4, Tab B. Additionally, NYSDOL will contact the references provided by the bidder on the Desired Bidder's Qualifications Response Form (Attachment B2). If the bidder did not submit the two (2) projects provided to meet the bidder 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.
- B. Proposals will be evaluated based upon information provided in response to Section 3.4, Tabs C – J and N and will be based on evaluated success of the IV&V activities on the project and not the success of the project.

- C. The Staffing Plan: Proposals will be evaluated based upon information provided in response to Section 3.4, Tabs K & L. At the discretion of NYSDOL, references provided by the bidder on the Proposed Qualifications Summaries (Attachments C1 – C4) may be checked at any point during the evaluation process.

The Technical Evaluation Team will review the Technical Proposal Evaluation record and any other available information pertinent to whether or not each bidder is responsive and responsible.

Live Demonstration (Live Technical) (15 points)

Only those bidders whose combined financial score and written technical score (actual or potential) places them within 15 points of the highest ranked bidder (finalists) will be asked to participate in the Live Demonstrations.

NYSDOL will conduct and schedule a Live Demonstration with the bidder. The purpose of the Live Demonstration will be for the bidder to substantiate its ability to provide the requested services and to provide the details as to how it will accomplish the requirements of the RFP. Key personnel must participate in the bidder's Live Demonstration. The Live Demonstration will be evaluated on the basis of whether it substantiates the characteristics and attributes indicated in the proposal and will be scored as part of the technical evaluation.

Questions to be asked of the bidder may include background, relevant experience, and situational business-related questions. Bidder staff in attendance must fully understand the proposal submitted, be able to address NYSDOL concerns and comments, and be able to provide additional information regarding the original information provided within the bidder's proposal. The format of the Live Demonstration will be provided to bidders prior to any presentations. The Live Demonstration will be no longer than three (3) hours and will be held in the Albany, New York area.

NYSDOL reserves the right to change a Written Technical evaluation score based upon information obtained from the Live Demonstration.

4.3 Financial Proposal Evaluation (30 points)

The RFP Coordinator will open for evaluation the Financial Proposal of each bidder.

The Financial Proposal Review Committee will perform the Financial Proposal evaluation independently from the Written Technical proposal evaluation. The Financial Proposal evaluation will be based upon the bidder's response provided on the RFP Financial Response Form (Attachment D). All deliverable costs provided in response to this RFP must be inclusive of all costs.

The Financial Proposal evaluation will be based on total cost of services for the contract term.

The lowest cost bidder receives the maximum points for each cost category. All other bidders are evaluated relative to the lowest bidder's cost in that category.

The formula for the evaluation of other bidder's cost will be: (lowest cost bidder / bidder cost) x maximum points for each cost category.

4.4 Final Evaluations

Adjustments to the technical and or financial scores may be allowed in conjunction with clarifications, discussions, or presentations, but only to the extent such revisions are consistent within the proposal requirements. Such adjustments must be submitted in writing by the evaluator seeking to adjust the score.

Bidder's scores from the Written Technical, Live Demonstration, and Financial Proposal Evaluation will be totaled to produce a combined score. The proposals will be ranked based on the combined scores.

Section 5 – General Terms and Conditions

In addition to the terms and conditions set forth in Appendix A (Standard Clauses for New York State Contracts), and Attachment G (General Terms and Conditions), the following terms and conditions apply to all bidders responding to this RFP.

5.1 Termination

For information regarding termination, see Section 1 (Executory Clause) in Appendix A, Section 3 (Termination Options) in Appendix A, and the following:

A. 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.

B. 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 must 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.

5.2 Security/Confidentiality Requirements

For information regarding Security and Confidentiality requirements see Sections 2.22 (General Confidentiality, Non-Disclosure, Information Security, Ownership, and Security) and 2.23 (Breach of Security Incidents) of Appendix A, 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 rules, procedures, and protocols for physical security, facility security, documentary security, and cybersecurity.

A. Security During the Course of Delivering Contract Services

The contractor will 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 will be responsible for and must 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 must be provided at a level commensurate with that normally established for a similar modern system.

B. Access by Personnel

The contractor, its officers, agents, subcontractors, and their employees and independent contractors, will be required to comply with all applicable facility and information security policies and procedures of NYSDOL and NYS in performing the scope of work under the contract. Such policies and procedures will be communicated to the contractor as a condition precedent to contractor's obligations under this paragraph.

Contractor warrants that each individual performing work under a contract is legally eligible to work in the United States and that such eligibility must 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 2.3 of this RFP; or
- 2) Where NYSDOL determines that the individual may present a risk to NYSDOL's security interests.

NYSDOL will not be liable for payments or damages of any kind if the contractor is delayed or unable to perform under a contract as a result of NYSDOL's denial of access to any individual(s) pursuant to Section 5.2 of this RFP.

5.3 Patent/Copyright Indemnification

For information regarding Patent/Copyright Indemnification, see Section 2.20 "Patent and Copyright Infringements" in Appendix A and the following:

A. Indemnification Relating to Infringement

The contractor must 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 will 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.

NYSDOL will 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.

If usage of a Product will be enjoined for any reason or if contractor believes that it may be enjoined, contractor will 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 will terminate the contract, 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 feasible.

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 contract 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 in the contract, contractor must immediately notify NYSDOL and the NYS Office of the Attorney General (OAG) in writing and must specify to what extent contractor believes it is obligated to defend and indemnify. Contractor must, 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 OAG will try to reach amicable resolution, but the OAG will 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.

5.4 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 are required.

5.5 Minority and Women-Owned Business Enterprise (MWBE) and Service-Disabled Veteran-Owned Business (SDVOB) Requirements

A. NYS Law

Pursuant to NYS 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 NYS-certified Minority and Women-owned Business Enterprises (MWBEs) and the employment of minority group members and women in the performance of NYSDOL Contracts.

B. Business Participation Opportunities for MWBEs

For purposes of this solicitation, NYSDOL hereby establishes an overall goal of 30% for MWBE participation, 15% for NYS certified minority-owned business enterprises (MBE) participation and 15% for NYS certified women-owned business enterprises (WBE) participation (based on the current availability of MBEs and WBEs). A contractor on any agreement resulting from this contract must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the contract. To that end, by submitting a response to this RFP, the bidder agrees that NYSDOL may withhold payment pursuant to any contract awarded as a result of this RFP pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how NYSDOL will evaluate a contractor's "good faith efforts," refer to 5 NYCRR §142.8.

The bidder understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. The portion of a contract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25 percent of the total value of the contract.

In accordance with 5 NYCRR §142.13, the contractor further acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in a contract

resulting from this RFP, such finding constitutes a breach of contract and NYSDOL may withhold payment as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the contract.

By submitting a proposal, a bidder agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the NYS Contract System (NYSCS), which can be viewed at <https://ny.newnycontracts.com> provided, however, that a bidder may arrange to provide such evidence via a non-electronic method by contacting:

NYS Department of Labor
Purchase and Contracts, MWBE Administrator
State Campus
Building 12, Room 454
Albany, NY 12240
518-474-2678
Fax: 518-457-0620

Please note that the NYSCS is a one-stop solution for all of your MWBE and Article 15-A Contract requirements.

Additionally, a bidder will be required to submit the following documents and information as evidence of compliance with the foregoing:

a) Appendix MWBE-4, MWBE 100, MWBE Utilization Plan with their proposal. Any modifications or changes to an accepted MWBE Utilization Plan after the contract award and during the term of the contract must be reported on a revised MWBE Utilization Plan and submitted to NYSDOL for review and approval.

NYSDOL will review the submitted MWBE Utilization Plan and advise the bidder of acceptance or issue a notice of deficiency within 30 days of receipt.

b) If a notice of deficiency is issued, the bidder will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to NYSDOL, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by NYSDOL to be inadequate, NYSDOL shall notify the bidder and direct the bidder to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals. Failure to file the waiver form in a timely manner may be grounds for disqualification of the proposal.

NYSDOL may disqualify a bidder as being non-responsive under the following circumstances:

- a) If a bidder fails to submit a MWBE Utilization Plan (Appendix MWBE-4);
- b) If a bidder fails to submit a written remedy to a notice of deficiency;
- c) If a bidder fails to submit a Request for Waiver - Form MWBE 101 (Appendix MWBE-5); or
- d) If NYSDOL determines that the bidder has failed to document good faith efforts.

The contractor will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the contract to NYSDOL, but must be made no later than prior to the submission of a request for final payment on the contract.

The contractor will be required to submit a MWBE Quarterly Compliance Report – Form MWBE 105 (Appendix MWBE-6) to NYSDOL by the 10th day following each end of quarter over the term of the contract documenting the progress made toward achievement of the MWBE goals of the contract.

C. Equal Employment Opportunity Requirements

By submission of a 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 including 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 NYS.

The bidder will be required to submit a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement (Appendix MWBE-1) to NYSDOL with its proposal. To ensure compliance with this Section, the bidder will be required to submit with the proposal an Equal Employment Opportunity Staffing Plan – Form EEO 100 (Appendix MWBE-2) identifying the anticipated work force to be utilized on the contract. If awarded a contract, the bidder shall submit a Workforce Utilization Report (Appendix MWBE-3) and shall require each of its subcontractors to submit a Workforce Utilization Report, in such format as shall be required by NYSDOL on a quarterly basis during the term of the contract.

Pursuant to Executive Order #162, contractors and subcontractors will also be required to report the gross wages paid to each of their employees for the Work performed by such employees on the contract utilizing the Workforce Utilization Report on a quarterly basis.

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other NYS 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, gender identity, 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.

D. PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES (SDVOB)

Article 17-B of the NYS Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (SDVOB), thereby further integrating such businesses into the NYS economy. NYSDOL recognizes the need to promote the employment of service-disabled veterans and to ensure that certified SDVOBs have opportunities for maximum feasible participation in the performance of NYSDOL contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in NYS, bidders are 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.

a) Contract Goals

NYSDOL hereby establishes an overall goal of 6% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the bidder/contractor should reference the directory of NYS Certified SDVOBs found at: <https://online.ogs.ny.gov/SDVOB/search>. Questions regarding compliance with SDVOB participation goals should be directed to NYSDOL, SDVOB Administrator, Purchase and Contracts, State Campus, Building 12, Room 454, Albany, NY 12240. Email: Labor.sm.SDVOBAdmin@labor.ny.gov; Phone: 518-474-2678; Fax: 518-457-0620. Additionally, following contract execution, the contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the contract.

Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the contract (see Clause IV in Section 5.7.G).

E. SDVOB 100 - Utilization Plan – Appendix SDVOB-1

In accordance with 9 NYCRR § 252.2(i), bidders are required to submit a completed SDVOB 100 Utilization Plan - Appendix SDVOB-1 with their Bid.

The Utilization Plan shall list the SDVOBs that the bidder intends to use to perform the contract, a description of the work that the bidder intends the SDVOB to perform to meet the goals on the contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of contract work the SDVOB will perform. By signing the Utilization Plan, the bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future proposals, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the contract award and during the term of the contract must be reported on a revised SDVOB Utilization Plan and submitted to NYSDOL.

NYSDOL will review the submitted SDVOB Utilization Plan and advise the bidder/contractor of NYSDOL's acceptance or issue a notice of deficiency within 20 days of receipt.

If a notice of deficiency is issued, bidder/contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to NYSDOL a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by NYSDOL to be inadequate, NYSDOL shall notify the bidder/contractor and direct the bidder/contractor to submit, within five business days of notification by NYSDOL, a request for a partial or total waiver of SDVOB participation goals – Form SDVOB 200 (Appendix SDVOB-3). Failure to file the waiver form in a timely manner may be grounds for disqualification of the proposal.

NYSDOL may disqualify a bidder's proposal as being non-responsive under the following circumstances:

- a) If a bidder fails to submit an SDVOB Utilization Plan;
- b) If a bidder fails to submit a written remedy to a notice of deficiency;
- c) If a bidder fails to submit a request for waiver; or
- d) If NYSDOL determines that the bidder has failed to document good-faith efforts.

If awarded a contract, the contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the contract pursuant to the prescribed SDVOB contract goals set forth above.

Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the contract. Upon the occurrence of such a material breach, NYSDOL shall be entitled to any remedy provided herein, including but not limited to, a finding of contractor non-responsibility.

F. Request for Waiver – Form SDVOB 200

Prior to submission of a request for a partial or total waiver, the bidder/contractor shall speak to the SDVOB Administrator at NYSDOL for guidance.

In accordance with 9 NYCRR § 252.2(m), a bidder/contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form SDVOB 200 (Appendix SDVOB-3), accompanied by supporting documentation. A bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by NYSDOL at that time, the provisions of clauses II (C), (D) & (E) of this RFP will apply. If the documentation included with the bidder's/contractor's waiver request is complete, NYSDOL shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan (Appendix SDVOB-1), during the performance of the contract. Requests for a partial or total waiver of established goal requirements made subsequent to contract award may be made at any time during the term of the contract to NYSDOL but must be made no later than prior to the submission of a request for final payment on the contract.

If NYSDOL, upon review of the SDVOB Utilization Plan (Appendix SDVOB-1) and Monthly SDVOB Compliance Report-SDVOB 101 (Appendix SDVOB-2) determines that contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regard to such non-compliance, NYSDOL may issue a notice of deficiency to the contractor. The contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to NYSDOL, Purchase and Contracts, SDVOB Administrator, State Campus, Building 12, Room 454, Albany, NY 12240.

G. Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), contractors must document their good faith efforts toward utilizing SDVOBs on the contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- a) Copies of solicitations to SDVOBs and any responses thereto;
- b) Explanation of the specific reasons each SDVOB that responded to bidders/contractors' solicitation was not selected;
- c) Dates of any pre-bid, pre-award or other meetings attended by contractor, if any, scheduled by NYSDOL with certified SDVOBs whom NYSDOL determined were capable of fulfilling the SDVOB goals set in the contract;
- d) Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs; and/or
- e) Other information deemed relevant to the waiver request.

H. Monthly SDVOB contractor Compliance Report – Form SDVOB 101

In accordance with 9 NYCRR § 252.2(q), contractor is required to report Monthly SDVOB contractor Compliance Report – SDVOB 101 (Appendix SDVOB-2) to NYSDOL during the term of the contract for the preceding month's activity, documenting progress made towards achieving the contract

SDVOB goals. This information must be submitted using form SDVOB 101 available on NYSDOL's website and should be completed by the contractor and submitted to NYSDOL, by the 10th day of each month during the term of the contract, for the preceding month's activity to: NYSDOL, SDVOB Administrator, Purchase and Contracts, State Campus, Building 12, Room 454, Albany, NY 12240. Email: Labor.sm.SDVOBAdmin@labor.ny.gov; Phone: 518-474-2678; Fax: 518-457-0620.

I. Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the contract, shall be found to have breached the contract and contractor shall pay damages as set forth therein.

5.6 Liquidated Damages

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. However, the contractor will not be liable if failure to perform arises out of causes beyond its control and without the fault or negligence of the contractor (e.g. Acts of God, the public enemy, fires, floods, freight embargoes, regulated telephone company delays, etc.). Liquidated damages that apply to a violation of security and confidentiality requirements are detailed in Section 2.3.2 Security Requirements.

Attachments

Attachment A	Design, Development, and Implementation Schedule
Attachment B1	Bidder's Mandatory Qualifications Response Form
Attachment B2	Desired Bidder's Qualifications Response Form
Attachment B3	Bidder's Supplemental Information Form
Attachment C	Personnel Resume Summary (Instructions)
Attachment C1	Proposed Project Manager Qualifications Summary
Attachment C2	Proposed Technical Analyst Qualifications Summary
Attachment C3	Proposed Business Analyst Qualifications Summary
Attachment C4	Personnel Resume Form
Attachment D	Financial Response Form
Attachment E	IV&V/QA RFP Z-03 Questions
Attachment F	DDI and OCM Deliverables
Attachment G	General Terms and Conditions
Attachment H to N	Intentionally Omitted
Attachment O	Proposal Checklist

Attachment P	New York Legal and Regulatory Forms Cover Sheet
Attachment P-1	New York State and Federal Certifications
Attachment P-2	New York State Department of Labor Non-Disclosure Certifications
Attachment P-3	Contract Termination Provisions
Attachment P-4	Bidder's Disclosure of Prior Non-Responsibility
Attachment P-5	Bidder's Affirmation of Understanding and Agreement with 139-j(3) and 139-j(6)(b)
Attachment P-6	ST220-CA Contractor Certification to Covered Agency
Attachment P-7	ST220-TD Contractor Certification to New York State Department of Taxation and Finance
Attachment P-8	Form A State Consultant Services Contractor's Planned Employment
Attachment P-9	Consultant Disclosure Form B Reporting Requirements projects
Attachment P-10	Contract Termination Provisions Pursuant to Public Officers Law §73 (4)
Attachment P-11	Bidder's Certification of Compliance with Public Officers Law §73 (4)
Attachment P-12	Vendor's Experience Certification
Attachment P-13	Vendor Responsibility Form
Attachment P-14	EO 177 Certification
Attachment P-15	No Conflict of Interest
Attachment P-16	AC 3237-S NYSOSC Substitute W9

Appendices

Appendix A	Standard Clauses for New York State Contracts
Appendix MWBE	MWBE EEO Requirements and Procedures
Appendix MWBE-1	MWBE EEO Policy Statement
Appendix MWBE-2	EEO 100 Staffing Plan
Appendix MWBE-3	EEO 101 Workforce Utilization Report
Appendix MWBE-4	MWBE 100 MWBE Utilization Plan
Appendix MWBE-5	MWBE 101 Application for Waiver of MWBE Participation Goal
Appendix MWBE-6	MWBE 105 MWBE Quarterly Compliance Report
Appendix SDVOB	SDVOB Requirements and Procedures
Appendix SDVOB-1	SDVOB 100 Utilization Plan

Appendix SDVOB-2 SDVOB 101 Monthly Contractors Compliance Report

Appendix SDVOB-3 SDVOB 200 Application for Waiver Request