#V-17

Unemployment Insurance System Solution

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Submission Deadline:
September 1, 2017 by 11:00 AM EST
September 8, 2017 by 11:00 AM EST

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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

The intent of this solicitation is to procure the services of a contractor to fully design, develop, and implement an information technology (IT) Solution for the operation of an Unemployment Insurance (UI) benefits, employer contributions, and appeals case management system in the State of New York. The Unemployment Insurance Solution (Solution), once deployed, will be the primary IT Solution supporting the UI program in the State. This RFP is a solicitation issued by NYSDOL for the development of the Solution. NYSDOL will be the owner of the Solution. ITS is acting as an agent of NYSDOL through its capacity as the provider of IT service for State agencies.

Through this project, NYSDOL expects to engage a contractor to design, develop, and implement a UI Solution that will interface with supporting applications, systems, and other agencies within the State and the Federal Government. The in-scope work will also include the conversion of historical data and images, as well as Solution operations training for end-users and administrators. The deployed Solution is to be developed in a manner that facilitates Solution changes and enhancements.

Herein after, all references to benefits and employer contributions shall include appeals case management functionality.

1.1.2 Background

NYSDOL is the primary entity that administers UI benefits, contributions, labor exchange systems to connect job seekers with employers, and appeals. Over the past decade, the State has pursued various initiatives to enhance its support and administration of these program areas. NYSDOL has faced many operational challenges as the Federal Government, through the United States Department of Labor (USDOL), has made changes to UI and workforce programs in response to the economic climate. Further, the State has faced 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.

All of these challenges have significantly hindered the delivery of UI benefits and contributions services in more efficient and streamlined ways to customers. While the State has considerable experience and expertise in implementing initiatives using a variety of modern technologies (web, client server, open source, etc.) and incorporating re-engineering goals and principles in mission critical business areas, we recognize the magnitude of developing complete solutions for UI contributions, benefits and appeal operations. Based on substantial research, the State concluded that there exist proven, vendor-based solutions and single state UI systems that have been successfully implemented.
In the fall 2012, ITS was created to consolidate information technology (IT) service delivery to 52+ New York State agencies, creating a single Agency to handle the delivery of the full range of IT services to our partner agencies in the largest IT consolidation in State government history. ITS has a workforce of approximately 4,000 IT professionals, serving over 120,000 end users.

**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 Contributions** - 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. **Unemployment Insurance 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.

C. **Telephone Claims Centers (TCCs)** – The State has dedicated regional call centers staffed with agents and adjudicators to handle customer calls and resulting work processes. 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.

D. **Appeals** - The State has reengineered its appellate processes within the last decade, but the current appeals system has limited functionality and interfaces with UI systems.

E. **Stakeholders** – Those served by the Solution 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 NY agencies, federal agencies, or other external entities with which the UI Division exchanges information.

Due to the changing nature of both the business and technical environments that support UI, there are related system initiatives currently in-progress or under development. It is anticipated they will be completed prior to delivery of the Solution. The contractor must accommodate other UI-related initiatives,
and where necessary, provide interfaces between the Solution and the systems that are currently being developed. See Interface Catalog Attachment E.

Section 2 contains detailed information about organizational structure and the systems that support NYSDOL processes.

1.2 Contract Duration (Term)

Projects of this size and scope normally span three to four years from inception to implementation, however, the term of the contract will be based on the awarded contractor’s project plan to design, develop, implement and potentially support the Solution. The project plan to design, develop, and implement the Solution must not exceed 5 years in duration. The contract is expected to begin when it is executed by all parties and approved by the NYS control agencies, which include the New York State Office of the Attorney General (OAG) and New York State Office of the State Comptroller (OSC), and continue until conclusion of the warranty period, not to exceed 6 years. The contract may be extended at NYSDOL sole discretion for up to five years for operation and maintenance, subject to OAG and OSC approval.

The successful bidder will be funded on a firm-fixed price deliverables basis in an amount to be set forth in the budget section of the contract, with a significant emphasis on payment for delivered and working Solution software (See Sections 2.30 and 2.31).

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 2.30).

1.3 Project Description

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

1.3.1 RFP Goal

The goal of this project is the successful design, development, and implementation of a Solution consisting of UI Benefit Payments, Employer Contributions, and Appeal Case Management in an integrated system that is customer-centric, service oriented, state-of-the-art, robust, innovative, secure, and intelligent. NYSDOL expects to lead the nation in serving citizens, businesses, and partners through world-class UI technology and applications.
The delivered Solution should:

A. Be secure, user-friendly, and heavily self-service based, delivering accurate, complete, timely, up-to-date, and secure benefit, contribution, and wage information, reports, appeal case processing, and services for meeting stakeholder needs and expectations;

B. Meet functional, performance, reliability, availability, serviceability, localization, portability, maintainability, testability, extendibility, and retention standards as defined by this RFP;

C. Support multiple channels of service delivery, produce accurate statistical recordation and reporting, and optimize the agency’s human resources;

D. Use proven technology with a preference towards open source, and avoidance of proprietary products and extensions, that is adaptable, scalable, flexible, enduring, sustainable, maintainable, and affordable - technology that can be easily maintained and expanded by existing staff;

E. Be built upon policy, standards, and guidelines documented in the enterprise architecture’s domains of business, information, technology, and solutions. These domains ensure and support data principles, data sharing, application integration, and a service-oriented architecture where business defines and drives the Solution functionality - with quality and appropriate deliverables;

F. Bring about increased operational efficiencies and effectiveness, interactive and business intelligent service enhancements, promote cost savings, provide premier customer satisfaction, and appropriate fulfillment of NYSDOL’s strategic objectives;

G. Be built to make use of service-oriented architectures that enable easier collaboration with partners and agencies and reuse of modules, etc.;

H. Significantly reduce development costs and risks experienced by UI development engagements in the last decade within the UI domain, by leveraging a code basis that has been used successfully in the build and implementation of other UI agencies; and

I. Incorporate successful best practices from IT software projects.

The Solution will support NYSDOL’s long-term objectives of continuing to be the national leader and the best-managed state in the delivery of UI services. In addition, the Solution is expected to support the State’s strategic plan’s IT goals of increasing accessibility to government, facilitating IT collaboration and partnerships, ensuring a trusted and reliable technical environment, creating a reputation of performance for technology, and increasing workforce productivity through the use of technology.

1.3.2 Overarching Principles and Themes

NYSDOL has established overarching principles and themes to guide the development of its integrated Solution. The contractor should:

A. Deliver a complete Solution;

B. Deliver a Solution that is tailored to the needs of this complex project;

C. Provide a mechanism for delivering the Solution in the most cost-effective manner that includes or may include: Innovative partnering and resource sharing; and optimal blends of Commercial-off-the-shelf (COTS) or software successfully implemented in another state and customized, together with leveraging other existing resources;
D. Deliver a Solution that is consistent with NYSDOL’s vision in areas including:
   1) Technology;
   2) Optimal blend of business process reengineering; and
   3) Customer self-service options.

E. Deliver a Solution in an incremental and iterative manner such that the business users can test the components that satisfy the requirements as early as possible;

F. Deliver a Solution with the ability to function across a variety of environments and domains including local offices, Internet, and contact centers;

G. Deliver a Solution that can be easily altered to add or change functionality;

H. Deliver a Solution that is based on a successfully completed UI framework as defined in Section 1.5.A and supported by technology that is robust, proven, long-lasting, and well supported throughout the IT Industry;

I. Deliver a Solution that promotes configurability at the various levels of the application;

J. Deliver a Solution that allows NYSDOL’s business staff and administrators to define or adjust configuration without ITS assistance;

K. Deliver a Solution that is supported by technology hardware platform(s) and software that are open standards-based and independent to the largest practical extent;

L. Deliver a Solution that is not dependent on any single contractor in any way that would inhibit free product sharing and collaboration for any subsystem or component;

M. Deliver a Solution with a strong preference towards a service oriented architecture, that seamlessly integrates and orchestrates underlying technologies, services, and components, and insulates implementation details to the maximum possible extent;

N. Deliver a Solution that possesses a software design that separates functionality of a program into independent, interchangeable, discrete modules that are seamlessly integrated;

O. Deliver a Solution that is easily and cost-effectively maintained, supported, and scaled;

P. Utilize a Solution development management methodology that stresses management, control, and traceability of requirements throughout the software development lifecycle;

Q. Deliver a Solution that is “cost-effective” from a total ownership view, including cutover from the legacy systems to the Solution;

R. Deliver a Solution that promotes ease of maintenance via:
   1) Use of standard software development language(s);
   2) Suggested use of an object-oriented design process and Unified Modeling Language (UML) to clarify and document the Solution design;
   3) Use of web-based technology in design, administration, operational configuration, and management;
   4) Minimization of administrative burden;
   5) Minimization of production configuration footprint (i.e. minimize the number of hardware and software components, use of disparate equipment, multiple operating systems, etc.);
6) Configurability where changes can be made by business roles;

7) Use of an n-tier/multi-tier architecture to isolate business logic, presentation, control logic and data; and

8) Use of technologies, such as streamed video, to inform clients of the services provided and to educate them regarding the capabilities of self-service features.

1.3.3 RFP Scope

NYSDOL is seeking a Solution that provides a total replacement, using modern IT technology, for the core automated UI business systems – consisting of, but not limited to, UI benefit payments, employer contributions, and appeals. The Solution should be an integrated system that provides a no-wrong-door customer experience which is service oriented, state-of-the-art, robust, innovative, secure, and intelligent. The expectation is that this effort will result in the establishment of a contract or contracts that will provide the means to satisfy the majority of NYSDOL’s immediate and future UI modernization needs through one or more contracts.

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/solutions; subcontracting with other contractors to provide a complete Solution is acceptable. However, NYSDOL is interested in simplifying processes by having a 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 improvements and cost efficiencies as the result of this project, NYSDOL may determine that no change is warranted at this time. NYSDOL may, at its sole discretion, make one award or none at all.

Section 2 sets forth the service/Solution detailed requirements. 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.

1.4 Procurement Officer and Contract Monitor

Darlene Powers
New York State Department of Labor
W. Averell Harriman State Office Building Campus
Building 12 – Room 454
Albany, New York 12240
1.5 Bidder Minimum Qualifications and Award Basis – Eligibility Requirements

Description of Corporate Qualifications and Experience - bidders must provide information regarding their qualifications and experience necessary to cooperatively develop a modernized UI system as outlined in this document.

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

Note: Subcontractor experience may not be used by bidder to meet minimum qualifications. The Minimum Qualifications must be met by the bidder. Subcontractors’ qualifications will be considered in evaluating the overall technical proposal.

In the past five (5) years:

A. The bidder shall have successfully completed at least one (1) UI modernization project that included design, development, and implementation. This includes contributions or benefits computer systems and business processes using the same or nearly similar technologies that delivered the desired functional and operational components as described in this RFP, at a cost of at least $10,000,000. Costs are exclusive of hardware and licensed software. Successfully completed is defined as a system that has been implemented and operational for at least one (1) year with no critical application defects. Critical application defect is defined as a defect that has caused a system outage resulting in a work stoppage greater than 24 hours and affecting a core service or application.

and

B. The bidder shall have at least one (1) year of demonstrated experience providing support/maintenance services (similar to the services outlined in Section 2.24) to U.S. based commercial or government entities. In addition, the engagement must meet the following criteria:

1) The engagement must have lasted at least one (1) year; and

2) The cost must have been at least $500,000. Cost exclusive of hardware and licensed software.

As proof of meeting these requirements, the bidder shall provide with its proposal the contact information for client points of contact for all above referenced projects. (Additional projects may be submitted but are not required.) Bidder shall provide the client’s name, address, three (3) contacts and phone numbers for each project, as well as a brief description of the project scope and dates of service to support the qualifier. Client points of contact will be contacted for verification of project dates, size, and scope. (See Section 3.4 – TAB B – Experience) Client points of contact will also be contacted to assess their satisfaction with the bidder.
1.6 Questions

Bidder’s questions concerning this RFP shall be submitted via electronic mail attachment utilizing Attachment Q – RFP #V-17 – Questions, to labor.sm.DOLPurchase.Contracts@labor.ny.gov. Questions regarding the RFP will be accepted until 5:00 PM EST on July 3, 2017. No telephone inquiries will be accepted. Answers to all questions received by this date will be returned to the bidders in electronic format no later than the deadline as specified in the Calendar of Events.

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

1.7 Notice of Intent to Bid

Bidders intending to submit a proposal to this RFP should submit the “Notice of Intent to Bid” form. This form and completion and forwarding instructions are included in Attachment K – Notice of Intent to Bid. Forms should be received no later than August 1, 2017 at 5:00 PM EST. Submission of this form is not a mandatory pre-requisite for bidder eligibility.

1.8 Live Demonstrations and Site Visits

Bidders determined to be susceptible to award may be required to provide live demonstrations of their successful UI modernization projects (as defined in section 1.5.A) to State representatives. Bidders must confirm in writing any substantive oral clarification of their proposals made in the course of discussions. Any such written clarifications then become part of the bidder’s proposal and are binding if the contract is awarded. The Procurement Officer will notify bidders of the time and place of live demonstrations.

The finalists, as defined in Section 4.4, will be notified of the date, time, and place of the live demonstration. The purpose of the live demonstration will be for the bidder to demonstrate its ability to provide the requested services and to provide details as to how it will accomplish the requirements of the RFP. The bidder must propose key, dedicated personnel with recent system modernization project experience as team members. Key personnel must participate in the bidder’s live demonstration. Additional details with regard to the format of this stage of the evaluation may be provided to the finalists prior to the interview. The presentation will be evaluated on the basis of whether it substantiates the characteristics and attributes indicated in the proposal.

The RFP coordinator will randomly schedule bidder live demonstrations, from those bidders susceptible to award, during the period indicated by Section 1.9 - RFP Timeline. Random scheduling precludes any consideration of bidder’s time or date scheduling preferences or related requests. When the bidders’ live demonstration schedule has been determined, the RFP coordinator will contact bidders with the relevant information as indicated in Section 1.9 - RFP Timeline.

Bidder live demonstrations will be open only to the invited bidder, technical proposal review committee members, the RFP coordinator, and any technical consultants that may be selected by NYSDOL to provide assistance to the proposal evaluation team.
NYSDOL will maintain an accurate record of each bidder’s live demonstration session, and such record shall be available for review when NYSDOL opens the procurement files for public inspection.

The evaluation team may travel to view the UI system currently in operation for which the qualified (i.e. susceptible to award) bidders’ proposed Solution is based. The site identified must be within the continental US, representative of the proposed Solution to perform the work, and of the scale and scope required by this RFP. The evaluation team may also choose to view or investigate the UI system currently in operation at a bidder’s customer’s site remotely using appropriate technology. This will become part of the evaluation process. The proposed site visit address must be included in the bidder’s proposal on Attachment L-1 Site Visit Information. One site visit per bidder is permitted.

NYSDOL reserves the right to deem any functionality demonstrated during the live demonstration and site visit as part of the Technical Proposal.

1.9 RFP Timeline

The following is the RFP Calendar of Events:

<table>
<thead>
<tr>
<th>RFP Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Release Date</td>
<td>June 1, 2017</td>
</tr>
<tr>
<td>Deadline Date for Questions</td>
<td>July 3, 2017</td>
</tr>
<tr>
<td>Deadline Date for Responses to Questions</td>
<td>August 15, 2017</td>
</tr>
<tr>
<td>Deadline Date for Submission of the Notice of Intent to Bid</td>
<td>August 1, 2017</td>
</tr>
<tr>
<td>Deadline Date for Proposal Submission</td>
<td>September 1, 2017</td>
</tr>
<tr>
<td>Live Demonstrations and Site Evaluations</td>
<td>November 2017</td>
</tr>
<tr>
<td>Anticipated Date of Notification of Award</td>
<td>December 2017</td>
</tr>
<tr>
<td>Contract Negotiations</td>
<td>Approximately 60 Business Days from Notification of Award</td>
</tr>
<tr>
<td>Contract Approval – Contract Begins</td>
<td>Approximately 90 Business Days</td>
</tr>
</tbody>
</table>

Proposals Due (Closing) Date and Time

Proposals must be received no later than 11:00 AM EST on September 1, 2017 September 8, 2017. 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.).
1.10  Revisions to the RFP

1.10.1 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.shtml.

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.

1.10.2 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.

1.11  Location of the Performance of Service Disclosure

All infrastructures for the Solution must be located in the United States, and all Solution data must be stored and managed only within the United States. Data in transit shall not be transmitted outside the United States.

1.12  Project Structure and Governance

A disciplined approach to developing good governance will help the project achieve its objectives. The UI modernization will employ an implemental governance framework and governance process built on proven Project Management Institute (PMI) principles of project management. The framework will be based on experience gained during requirements gathering and RFP creation, promote accountability and ownership, enhance decision making, improve use of resources, accelerate project and program execution, and provide for future maintenance of the Solution.

The project must be staffed using personnel from both NYSDOL and the contractor. The contractor’s project staffing plan must include NYSDOL resources that have been dedicated to the project. NYSDOL resources, which include but are not limited to direct staff, contracted staff, and other New York State agency staff, will team with the contractor’s staff to form the overall Project Team.
The bidder’s proposed schedule shall detail both contractor and NYSDOL staff per role that will be required. NYSDOL will provide staff, both program and technical, to work on the UI Modernization Project with resources from technology, procurement, and legal areas.

NYSDOL envisions the benefits, appeals, and employer contribution system build project to continue from the prior requirements gathering phase. NYSDOL has already established a foundation that is at the appropriate level of leadership and has worked well together. As a result of understanding the capacity moving forward, the following project governance structure will be formed:

This structure is being recommended by NYSDOL because it supports the system build, and the configurability defined in the RFP. The goals, action plans, and performance measurements executed through this governance model will help maintain and guide the effort to a successful Solution. However, the bidder may propose changes to the structure for NYSDOL consideration.

**Project Steering Committee (PSC):** Providing the proper foundation is important in assuring the success of a project of this magnitude. NYSDOL envisions the UI benefits, employer contributions, and appeals build project to be led by the Project Steering Committee (PSC) as a 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 NYSDOL Project Director (PD) and the respective Project Management Office (PMO) staff, which will consist of the PD and NYSDOL Project Managers. The PSC should include the Commissioner of NYSDOL (or designee), the Executive Deputy Commissioner of NYSDOL, the Deputy Commissioner of Employment Security, the UI
Director, the UI Appeal Board Chair (or designee), the ITS Human Services Cluster CIO (or designee), and key NYSDOL management.

**Project Management Office (PMO):** Day-to-day management of the project shall be carried out by the Project Management Office (PMO) under the PSC’s direction. NYSDOL envisions the PMO to be led by the NYSDOL Project Director, the NYSDOL Project Managers, and the Contractor Project Manager. Change management, risk management, schedule, and sub-project managers may be established by the PMO as needed, including Technical Architecture, Business Requirements, Data Architecture, and Software Application Development, Subject Matter Experts (SMEs), Business Analysts, Security Analysts, and other staff when necessary.

**NYSDOL Project Director (PD):** This person will be in charge of both the business and IT aspects of the project. Coordination of the overall project will be handled and managed by this individual. This person will be working closely with the contractor to manage both the project master schedule and overall project budget. This individual will also be the main, but not the only, liaison between the PSC and the PMO.

**Project Managers:** These individuals will be the main point of contact for all NYSDOL and ITS resources that are required for the project. They will be responsible to report on a weekly basis to the NYSDOL Project Director.

The NYSDOL, ITS, and Contractor Project Managers will oversee all design and development efforts within the project. NYSDOL and ITS, working closely with the contractor, will establish guidance and standards to all technical related portions of the project. The Project Managers will be charged with developing standards and frameworks that will be developed as part of the project. These standards will be followed by both the contractor and the ITS assigned programmers. The contractor will work in accordance with the RFP and the contract’s statement of work, and report to the NYSDOL Project Director. The contractor will be engaged to transform the prior phase requirements into a design-ready set of requirements, finalize the overall architecture, and develop the Solution including code through final testing and data/image migration. All design variations that alter or are contrary to the published standards must be approved by the Project Managers.

**Change Management Team:** 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 the Solution being implemented.

**Lead Business Analyst:** The Lead Business Analyst, under the direction of the PMO, will be charged with managing and controlling all business requirements that are used to scope the system. This resource will be the first point of contact on clarification as well as design considerations that will impact the original business use case definition. The business analysts will work with NYSDOL and contractor staff to manage the business requirements and work further on fleshing out the business logic that will be used within the Solution. The Lead Business Analyst will also have the project testing effort under their control. Working with the ITS Human Services Cluster Quality Assurance Team, they will assure the testing plans for the Solution are defined and outlined, and test tools and cases in place prior to the start of the first test phase.

**Lead Data Architect:** The Lead Data Architect, under the direction of the PMO, will be in charge of two areas of the Solution. The first and main responsibility of the Lead Data Architect will be to design and
develop the to-be data and physical models. This will include working with the business and application development teams to understand the different data elements and how they will be accessed throughout the Solution. The second responsibility will be to work with the Database Administrators on conversion of data and images from the old systems. This will include building out a data/image conversion plan, fixing data/image anomalies, and data/image synchronization. All data and image related issues will be driven by the Lead Data Architect.

**Lead Software Developer:** The Lead Software Developer, under the direction of the PMO, will oversee work being done by the software programmers on the project. This will include serving as the link between programmers and the PMO, and supervisor responsibilities to delegate work that helps construct a design with the appropriate technology while staying within constraints, uses technical leadership to code in numerous languages, designates how system components interact with one another, and shapes the project’s practices such as continuous integration and infrastructure automation. This resource will play a major part in the entire cycle of software delivery: ideation, project conception, user experience, code, testing, and deployment. The Lead Software Developer will be accountable for ensuring the business and technical architecture of the delivered Solution matches NYSDOL’s technical and functional requirements, and commits to improving operations for the state’s UI program.

**UI Business Lead:** The UI Business Lead, on behalf of UI Department Management and under the direction of the PMO, will be responsible to provide and coordinate business expertise for the project. This will include serving as a link between Subject Matter Experts (SMEs), the Lead Business Analyst, and the PMO and supervisory responsibilities to delegate work. This resource will be responsible for cross project and business domain integration, identification of design issues that may involve policy or significant business changes and providing historical background on system design.

**Independent Quality Assurance (QA) Contractor:** These individuals will be in charge of reporting back to the PMO and PSC on the overall progress, risks, or issues that must be carefully monitored. This group will assure that best practices and industry standards are being followed within the lifecycle of the overall project. The (PSC) will research the feasibility of augmenting the project with additional technical assistance oversight. The QA Contractor will be acquired separately from this UI Modernization RFP. The Contractor will cooperate with the QA Contractor.

**Contractor Project Manager and Teams (CPMT):** The Contractor Project Manager and Project Teams under the direction of the PMO will consist of the Contractor Project Manager and staff to design, develop, and implement the Solution. The CPMT will support the project with an approach which will accommodate New York State’s unique UI requirements. This process will be performed on a functional area basis within benefits, appeals, and employer contribution. The CPMT will perform a final consolidation across the entire benefits, appeals, and employer contribution domains to ensure a fully comprehensive and integrated Solution is encompassed and specified. The CPMT shall 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. The CPMT must adhere to the ITS Enterprise Project Management Office standards and reporting requirements, as well as any requirements presented by the ITS Chief Technology Office, the ITS Human Services Cluster (Enterprise Architecture, Security, and Business Solutions). The CPMT shall deliver a successfully completed Solution, as defined in Section 1.5.A.
Section 2 - Scope of Work

2.1 EXISTING Technical Infrastructure

This section provides information on the technical infrastructure for the State.

2.1.1 Technical Infrastructure Overview

More information on the current technical infrastructure can be found in Attachment D - NYS Current State Architecture Details.

A. Network Architecture

The Solution must be able to function with the State’s network environment. ITS manages the wide area network for the NYSDOL local offices. ITS also maintains the local area networks and desktops in these local offices and the NYSDOL central office.

B. Network Environment

1) The Solution must be able to function with the State’s Office 365 environment. ITS has Office 365 accounts for all state agencies.

2) The State uses Netegrity SiteMinder to provide Single Sign On (SSO) for all State Extranet (NYeNet) applications.

3) The State agencies utilize the SiteMinder Web and application server agents to have their applications become Lightweight Directory Access Protocol (LDAP) enabled. This makes their applications capable of participating in this statewide SSO infrastructure.

4) Netegrity SiteMinder is currently supporting password-based authentication for all applications requiring this service.

C. Operating Environment

The Solution must function with the State’s desktop environments. Windows 7 Enterprise with Internet Explorer 11 is used by most NYSDOL and ITS staff. The Solution must work with Internet Explorer 8+ and Chrome for the public users. Some desktops at the Call Centers are Windows XP (standalone, not connected to the network) so that they can run legacy programs. The agency is moving to migrate to Virtual Desktop Images (VDI) in the short term future.

D. Web Environment

NYSDOL is supported by ITS and has its own web servers, WebSphere Application Servers (WAS 7), and Business Process Servers (BPM 7.5). ITS staff manages the web servers including the hardware and software updates.

E. Database Environment

The legacy database server uses Virtual Storage Access Method (VSAM) and is supported by ITS staff. Oracle Server databases are hosted at State data centers. Installation and maintenance of the Oracle Server databases are installed and configured by ITS support staff. The structure of the VSAM files and Oracle Server tables are defined by ITS developers.

F. Primary Developer Toolset

ITS Human Services (HS) Cluster developer toolset includes IBM Rational ClearCase licensing for source code maintenance and version control, IBM Process Server, IBM WebSphere
Application Server, IBM WebSphere Integration Developer, and IBM Rational Software Architect. For defect management, ClearQuest is available for ITS HS Cluster developers.

G. Interactive Voice Response (IVR)

The State uses an IBM WebSphere Voice Response/Direct Talk system using Java, Voice Extensible Markup Language (VoiceXML), and IBM proprietary state tables for its new claims and certification applications. The IVR applications are supported by in-house staff and reside on an Advanced Interactive eXecutive (AIX) server.

H. Imaging

The State uses IBM Image Plus and related components to store images related to UI processing.

I. Security

1) The mainframe uses IBM Resource Access Control Facility (RACF). There is a security profile for every user with transaction based security (transactions they need to do their job) based in the systems on the mainframe.

2) Applications that need to have security use SiteMinder and a NY.GOV LDAP account.

3) Application and network security are maintained separately. The application team manages the security of applications and the network team manages the network security. Administration applications are only available on the State network to ensure that only authenticated staff is able to access the applications.

J. Backup and Recovery

1) Tape backups and server images are used to back up information. The most recent backups are stored in a fireproof safe.

2) The State is in the process of migrating all its servers to a centralized data center in Albany, NY with an alternative disaster recovery data center in Utica, NY.

K. System Usage

In 2015 NYSDOL processed 1,034,149 initial claims, 9,340,312 continued claims, and $2,426,793,648 in payments for 609,187 beneficiaries. There were approximately 550,000 active employers in the system and 42 million wage records. The agency conducted 8,510 Employer audits. There were 32,010 Lower Authority Appeals decisions mailed and 3,859 Higher Authority Appeals decisions mailed.

L. Service Level

1) The web servers provide a reliable platform with good performance. There are spikes in activity due to seasonal peaks that affect the performance of some of the web applications.

2) The mainframe server provides satisfactory availability and performance.

2.1.2 Document Generation Overview

NYSDOL uses document generation software in distinct ways.

A. Generation Modes
Documents are generated interactively, on-demand, and in batch modes.

1) Interactive: OpenText Exstream, Letter Generator
2) On-Demand: OpenText Exstream
3) Batch: OpenText Exstream, ElixirForm

Interactive mode is the primary way documents are generated at NYSDOL.

**Document Generation Software**

**OpenText Exstream:** The legacy UI application uses OpenText Exstream to generate employer letters from templates generated with OpenText Exstream design tools. This application is accessed via a New York State-written web application that gathers the data necessary to generate the letter through a series of interview pages. The data is passed to an internal web service which calls OpenText Exstream as a Web Service (EWS) to generate a Live document. The Live document is returned to the calling application for editing. Once the UI Examiner has completed editing the letter, it may be previewed as a PDF or submitted for distribution via hardcopy and retention in an Enterprise Content Management System (ECM). Letters may be distributed to carbon copy recipients and/or blind carbon copy recipients in addition to the primary recipient.

Other applications use OpenText Exstream on-demand to generate documents as required. The documents may be returned to the calling application or distributed according to the requirements of the application. The distribution requirements may include storing in an Enterprise Content Management System (ECM), creation of hard copy for USPS mail, distribution by email, or any mixture of these distribution methods. The document may be sent to one or more recipients.

Batch applications use OpenText Exstream to generate documents on a regular, pre-defined schedule. These documents may be stored in ECM or as hard copy for distribution by USPS.

Interactive and on-demand OpenText Exstream requires an XML data source. Batch usage may use an XML data source which is prepared from an Open Database Connectivity (ODBC) database. These batch jobs are managed by a Spring Batch process.

**Letter Generator:** Letter Generator is a group of allied software products written for NYSDOL some years ago by the vendor Syscom. It is used primarily by UID benefits and also by Division of Employment and Workforce Solutions (DEWS), Adjudication Services Office (ASO) and others. It isn’t used by Employer Account Adjustment (EAA) and other NYSDOL units as it can only process SSN based documents. There is a client/desktop part which is a MS/Word macro written in Visual Basic for Applications (VBA) which is generally part of the standard UI and TCC image loaded onto NYSDOL PCs. This product allows users to fill in certain fields on predefined word templates. It also interacts with Mainframe Customer Interface Control System (CICS) using Emulator High-level Language Application Program Interface (EHLLAPI) calls through the IBM terminal emulator ‘Personal Communications’. These calls pass relevant info, like ‘SSN’, to the Mainframe and retrieve and return to the desktop product info including Claimant Address, effective date, and so forth. This info is written into predetermined fields on the Word templates.

When the user is finished making the document, they ‘finaliz’e it, which copies the document to one of three servers at College of Nanoscale Science and Engineering (CNSE). Which server
the document will be sent to is pre-configured per PC. The server processes the document as necessary and using a persistent connection to CICS executes CICS transactions to store it into Image Plus in near real time. All documents generated are stored into Image Plus, while some (approximately 40%) are also printed and mailed. The real time storage is essential as the documents are used as records/notes of interaction with claimants and others on the phone. This allows any agent to have access to current information regarding claimants.

**ElixirForm**: ElixirForm for AFP (Advanced Function Presentation) is an interactive forms design tool that allows NYSDOL to create and edit forms in WYSIWYG (What-You-See-Is-What-You-Get) mode using an IBM desktop and optional proof printer. It is used to create overlays for NYSDOL forms.

### 2.2 Funding and Statutory Requirements

NYSDOL has limited funding available to support the UI modernization system development and implementation. NYSDOL intends to leverage existing state and national resources to obtain a successfully completed Solution, as defined in Section 1.5.A, while keeping the overall modernization project costs to a minimum.

Federal funds are being used, in part, to finance the development of the Solution. The bidder’s proposed Solution shall be supplied in full compliance with all federal laws relating to federally funded development projects, specifically including but not limited to those set forth in 29 CFR Part 97, [text](http://www.gpo.gov/fdsys/granule/CFR-2011-title29-vol1/CFR-2011-title29-vol1-part97); Office of Management and Budget (OMB) “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards” (Super Circular) [text](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl); and USDOL Training and Employment Guidance Letter (“TEGL”) 31-04, Payment of Royalties on the Intellectual Property created with Federal Grant Funds, [text](http://workforcesecurity.doleta.gov/dmstree/tegl/tegl2k4/tegl_31-04.htm).

Under 29 CFR part 97.34, USDOL, reserves a royalty-free, non-exclusive, and irrevocable license to all products developed through the contract including applications, source code, concepts, papers, etc. As a result, when a state uses USDOL grant funds to develop (or engage a contractor to develop) a product or to acquire ownership in a product, USDOL automatically reserves the right to reproduce, publish, and otherwise use the work for Federal purposes. In addition, USDOL may authorize others to use, but not reproduce or publish the product, for Federal purposes. Reference: Attachment J Training and Employment Guidance Letter (TEGL) No. 31-04 Payment of Royalties on Intellectual Property Created with Federal Grant Funds for additional guidance.

As part of the proposal, the bidder must identify any anticipated contractor-owned software, third party software, and other proposed exclusions from Work Product whose ownership will not be transferred to NYSDOL.

### 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
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.

A. **Develop Security Specifications**

The contractor shall document system security and access constraints, requirements, and procedures, as defined in the Security Plan. The contractor shall develop security design specifications and shall detail how role-based security features shall be implemented in the Solution, including what products shall be used. Proposed levels of security, limitations of capabilities, and required protocols shall be provided. The format and content of role-based security tables shall be included, as well as the recommended starting point for establishing security profiles. Security specifications must be provided to NYSDOL for approval.

B. **Data Protection and Privacy Compliance Overview**

The contractor shall document how system security and access restraints comply with applicable federal and State laws, regulations, standards, and policies pertaining to the management and protection of information resources including, without limitation to, such laws, regulations, standards, and policies pertaining to the protection of data assets that constitute personal information of individuals. The contractor shall maintain an updated version of the Overview at all times, and shall immediately make it available to the State upon request during business hours. The Overview must be provided to NYSDOL for approval.

2.3.2 **Security Requirements**

The contractor and all of its subcontractors shall comply throughout the term of the contract with the most stringent of all applicable security requirements set forth in Laws and Standards as well as Section 5.2.25 of this RFP, including but not limited to, the most current versions of the following:


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**


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”


G. IRS Publication 1075, “Tax Information Security Guidelines For Federal, State and Local Agencies”

H. Cloud Based Security

All cloud services provided pursuant to this contract must comply with the standards set forth under FedRamp – Moderate Baseline (https://www.fedramp.gov) for cloud services, and other applicable federal and/or New York State laws, regulations and requirements.

The hosting solution, regardless whether on NY State premises or in the cloud, must be fully compliant with Federal Tax Information (FTI) TOP (Treasury Offset Program) Benefits and Contributions data safeguards as mandated in ITS Publication 1075.

The contractor shall, 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 shall be accessed only by their personnel located within the United States except as may be expressly authorized in writing by the Contract Monitor.

System access by contractor and any subcontractors shall be limited to access assigned by the NYSDOL Project Director and only those contractor and subcontractor personnel required to perform services under the contract. All contractor and subcontractor personnel with system and/or data access shall sign an individual nondisclosure agreement and a security agreement with NYSDOL.

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

Due to IRS security requirements, data provided related to the Treasury Offset Program (TOP) must be securely located on a state data repository. Contractor must have the ability to abide by all IRS rules and regulations for the TOP interface. Contractor must abide to IRS Publication 1075’s newest available version at the time of production implementation (GoLive).

2.3.3 Security Plan

Security Plan (Iterative). The contractor will provide a security plan and framework that documents how the following will be accomplished:

A. Confidentiality: Data will be accessible by authorized individuals/systems only.
B. Integrity: Systems and data will be immune to unauthorized modifications.
C. Availability: Systems will be immune to denial of service attacks and will meet the requirements set forth within the service level agreements for the system/application (See Section 2.26).

The contractor shall prepare and deliver a comprehensive written Security Plan describing how the Solution’s application security features shall satisfy the security requirements as described below and listed in Attachment B.
The Plan shall include all recommended levels of security, limitations of capabilities, and any required rules, and shall incorporate any reasonable and lawful requests or requirements of NYSDOL. The format and content of security tables shall be included, as well as the recommended starting phase for establishing security profiles. Further, and without limitation, the Security Plan shall demonstrate how the contractor shall:

A. Protect all information and information systems in order to ensure:
   1) Integrity, which means guarding against improper information modification or destruction and includes ensuring information non-repudiation and authenticity;
   2) Confidentiality, which means preserving authorized restrictions on access and disclosure, including means for protecting personal privacy and proprietary information; and
   3) Availability, which means ensuring timely and reliable access to and use of information.

B. Secure the information systems, and the information contained therein, which connects to the State’s network, or any network operated by the contractor, regardless of location, on behalf of NYSDOL.

C. 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.

D. Conduct periodic and special vulnerability scans, and install software/hardware patches and upgrades to protect all automated information assets. The minimum requirement shall be to protect against vulnerabilities identified on the SANS Top-20 Internet Security Attack Targets list (http://www.sans.org/top20/?ref=3706#w1).

E. Report the results of the scans described above, to the Project Officer on a monthly basis, with reports due 10 calendar days following the end of each reporting period. The contractor shall ensure that all subcontractors, where applicable, comply with the ITS Security Policies referenced in Section 2.3.2.A.

The contractor shall comply with applicable federal security laws that include, but are not limited to, the Federal Information Security Management Act of 2002 (Title III of the E-Government Act of 2002, Public Law 107-347) (“FISMA”), and the following Federal and HHS policies and procedures:


B. National Institutes of Standards and Technology (NIST) Special Publication (SP) 800-18, Guide for Developing Security Plans for Information Systems, in form and content, and with any pertinent contract Statement of Work/Performance Work Statement (SOW/PWS) requirements.

C. The Plan shall identify and document appropriate IT security controls consistent with the sensitivity of the information and the requirements of Federal Information Processing Standard (FIPS) 200, Recommended Security Controls for Federal Information Systems.

D. The contractor shall review and update the Plan in accordance with NIST SP 800-26, Security Self-Assessment Guide for Information Technology Systems and FIPS 200, on an annual basis.
2.3.4 Access Manager

Identity and Access Management encapsulates people, processes, and products to identify and manage the data used in systems to authenticate individual users. It grants access rights to data and system resources.

The Identity and Access Management (IDM/IAM) module should provide the services to register and maintain the online accounts for the users of the system. This includes the user's ability to self-register (create an ID and password) as well as collecting/maintaining customer identity information including a customer’s email address, Department of Motor Vehicle Identification Number (DMV ID), and Social Security Number (SSN).

The contractor's Solution shall require all users (both external customers and internal staff) to authenticate using the State's existing authentication services. This is identified in Table 2 – Asset List (Section 2.10).

2.4 Personnel

2.4.1 Personnel Requirements and Minimum Qualifications

**BIDDER’S PROJECT MANAGER**

**Required Qualifications**

The bidder's Project Manager shall have:

A. Successfully managed at least two (2) or more IT project(s) which each:
   1) had a budget of at least $10 million in IT application development services,
   2) spanned at least a three (3) year timeline,
   3) had complexities requiring coordination of work between multiple entities and contractors in a distributed environment. A successful project is defined as a project that met all of its stated objectives to the customer's satisfaction, and
   4) had similar scale to the proposed, and that must have included the system development phases associated with design through deployment and full client acceptance. As proof of this requirement, references should be provided for both projects, but must include at least one reference for each $10 million IT project.

B. A minimum of ten (10) years or better of project management experience in the public or private sector.

C. Project management experience in one (1) or more of the following business applications: UI, Financial Accounting, Case Management, Government Revenue, Insurance, or Claim Processing.

D. A minimum of ten (10) years of hands-on experience using project management methodologies and associated tools and metrics.
E. A minimum of ten (10) years of experience with iterative information system development methodologies.

F. A minimum of 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.

G. Written at least one (1) project guide or led at least one (1) project training which communicated and translated technical terminology, concepts, and issues in terms understandable to technical and non-technical management and staff.

Desired Qualifications

The bidder’s Project Manager should have:

A. A minimum of ten (10) years or better of experience in managing systems architecture development and implementation projects.

B. Led two (2) or more projects that involved designing business processes and procedures and developing new systems.

C. Led three (3) or more projects that involved communication and customer relationship management activities with both internal and external stakeholders.

D. A minimum of three (3) years of experience in the UI automation field.

E. Experience as a Project Manager on at least one (1) large scale development which involved migration of data from a legacy system to the new Solution.

F. A technology related master’s or postgraduate degree from an accredited college or university in an area that supports the skills needed for managing the Solution. If the degree has been obtained in another country, please have the degree or coursework 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.


H. A minimum of two (2) years of experience with the UI system that will be leveraged for the New York State Solution.

**BIDDER’S LEAD SYSTEM ARCHITECT**

Required Qualifications

The bidder’s Lead System Architect shall have:
A. Experience in this role on two (2) or more projects which each had budgets of at least $10 million in IT application development services and spanned at least a three (3) year timeline.

B. Experience in this role on one (1) or more successful UI or Government Revenue system projects.

C. A minimum of ten (10) years of experience in systems architectural analysis and design work related to the Solution.

D. Experience working on two (2) or more projects that utilize the software development methodology being proposed in the bidder’s Solution.

E. Over seven (7) years of experience with object oriented design and development tools.

F. A minimum of ten (10) years of experience creating technical roadmaps for complex systems being deployed using a phased approach that allows lessons learned in early phases to be incorporated into the later phases.

G. A minimum of seven (7) years of experience in architecture, design and implementation of highly available, scalable, and maintainable enterprise architecture solutions.

H. A minimum of seven (7) years of experience in performance tuning, optimizing and troubleshooting enterprise systems.

I. 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.

J. Written at least one (1) project guide or led at least one (1) project training which communicated and translated technical terminology, concepts, and issues in terms understandable to technical and non-technical management and staff.

Desired Qualifications

The bidder’s Lead System Architect should have:

A. A minimum of ten (10) years of experience in multi-entity common system operations and support models

B. A technology related master’s or postgraduate degree in an area with the skill set needed for leading the design of the Solution. If the degree has been obtained in another country, please have the degree or coursework 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.

C. Experience working on three (3) or more projects where Quality best practices were applied to project processes (such as ISO 90003, CMMI, or Six Sigma).

D. A minimum of two (2) years of experience with the UI system that will be leveraged for the Solution.
E. Experience as a Lead System Architect on at least one (1) large scale development which involved migration of data from a legacy system to the new Solution.

BIDDER’S LEAD DATA ARCHITECT

Required Qualifications

The bidder’s Lead Data Architect shall have:

A. Experience in this role on two (2) or more projects which each had budgets of at least $10 million in IT application development services and spanned at least a three (3) year timeline.

B. Experience in this role on one (1) or more UI or Government Revenue system projects.

C. Experience in three (3) or more successful projects with scope requiring relational database design, logical and physical modeling, database tuning and optimization, and capacity planning to support mission-critical and 24X7 enterprise applications.

D. A minimum of at least seven (7) years of development experience utilizing tools and techniques required by the Solution.

E. A minimum of seven (7) years of experience working with large software systems data architectures.

F. A minimum of seven (7) years of experience with data modeling tools that will be utilized in the Solution.

G. A minimum of three (3) years of experience with remediating and converting legacy databases.

H. 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.

I. Written at least one (1) project guide or led at least one (1) project training which translated and communicated technical terminology, concepts, and issues in terms understandable to technical and non-technical management and staff.

Desired Qualifications

The bidder’s Lead Data Architect should have:

A. A minimum of five (5) years of experience with application development project lifecycles including requirements gathering, analysis, design, development, testing, and implementation.

B. A minimum of two (2) years of experience in using data management best practices, such as Master Data Management.

C. A minimum of two (2) years of experience with data migration to the UI system that will be leveraged for the Solution.

D. A minimum of two (2) years of experience with remediating and converting legacy databases which have included IBM databases.
E. A technology related master’s or postgraduate degree from an accredited college or university in an area with the skill set needed for leading the database elements of the Solution. If the degree has been obtained in another country, please have the degree or coursework 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.

LEAD SOFTWARE DEVELOPER/PROGRAMMER

Required Qualifications

The bidder’s Lead Software Developer/Programmer shall have:

A. Experience in this role on two (2) or more projects which each had budgets of at least $10 million in IT application development services and spanned at least a three (3) year timeline.

B. Experience in this role on two (2) or more successful UI or Government Revenue system projects.

C. A minimum of seven (7) years of hands on experience with the operating systems, relational database, and development technologies that will be utilized to develop and deploy the Solution.

D. Experience in two (2) or more major projects as its Lead Software Developer/Programmer.

E. A minimum of seven (7) years of hands on experience utilizing the software development methodology to be utilized in the Solution.

F. A minimum of ten (10) years of hands on experience with object-oriented design and modeling techniques.

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 Lead Software Developer/Programmer should have:

A. A technology related master’s or postgraduate degree in an area with the skill set needed for leading the development and programming of the Solution. If the degree has been obtained in another country, please have the degree or coursework 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.

B. Written at least one (1) project guide or led at least one (1) project training which translated and communicated technical terminology, concepts, and issues in terms understandable to technical and non-technical management and staff.
C. A minimum of two (2) years of experience with the UI system that will be leveraged for the Solution.

LEAD BUSINESS ANALYST

Required Qualifications

The bidder’s Lead Business Analyst shall have:

A. A minimum of five (5) years of verifiable experience performing business analysis on one (1) or more projects which had a budget of at least $5 million in IT application development services and spanned at least an 18 month timeline.

B. A minimum of five (5) years experience as a Business Analyst or Subject Matter Expert (SME) of UI benefit/contributions/appeals systems.

C. A minimum of five (5) years eliciting and documenting “As Is” requirements and identifying efficient “To Be” processes.

D. At least two (2) projects as a Business Analyst conducting Fit/Gap analysis at a detailed level, including comparison of business rules and analysis from both a business and an IT perspective.

E. At least three (3) years of experience in the writing, identification, definition, implementation, and validation of use cases.

F. A minimum of two (2) years of experience within the last five (5) years with the UI system that will be leveraged for the Solution.

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](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](http://www.naces.org). The bidder is responsible for any evaluation fees.

Desired Qualifications

The bidder’s Lead Business Analyst should have:

A. Experience on five (5) or more projects as the Lead Business Analyst.

B. A minimum of two (2) years of experience with use of the bidder’s proposed tool to be used in the collaborative requirements definition process.

C. A minimum of eight (8) years of experience leading large teams and/or a minimum of eight (8) years of extensive industry experience and is considered at the top of his/her field.

D. Three (3) or more years of experience with the UI system that will be leveraged for the Solution.

E. An International Institute of Business Analysis (IIBA) professional certification.

F. Excellent verbal and written communication skills which are documented in a sample work product not to exceed 500 words, such as a use case or user story,

G. A minimum of five (5) years’ experience working on projects subject to internal and external audits in state or federal government organizations.
2.4.2 Substitution of Personnel

NYSDOL considers the continuous performance of all initially assigned contractor personnel to be critical to the success of the project. Contractor personnel include 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 Key Personnel

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

1) Project Manager - submit Attachment M-1 and resume (Attachment M-6) with proposal
2) Lead System Architect - submit Attachment M-2 and resume (Attachment M-6) with proposal
3) Lead Data Architect - submit Attachment M-3 and resume (Attachment M-6) with proposal
4) Lead Software Developer/Programmer of each key functional module - submit Attachment M-4 and resume (Attachment M-6) for each individual proposed
5) Lead Business Analyst of each key functional module - submit Attachment M-5 and resume (Attachment M-6) for each individual proposed
6) Lead QA Engineer/Tester of each key functional module - submit resume (Attachment M-6) for each individual proposed
7) Lead Application Build Engineer - submit resume (Attachment M-6) with proposal
8) Security Architect - submit resume (Attachment M-6) with proposal
9) Senior Configuration Manager - submit resume (Attachment M-6) with proposal
10) Lead Implementation Manager - submit resume (Attachment M-6) with proposal
11) Lead Training Manager - submit resume (Attachment M-6) with proposal
12) Other individuals bidder considers to be critical to the project (“Key Personnel”) - submit resume (Attachment M-6) with proposal

B. Continuous Performance of Key Personnel

Key Personnel shall be available to perform contract requirements 30 business days from the contract execution date. Unless explicitly authorized by the Contract Monitor or specified in the contract, Key Personnel shall be assigned as a dedicated resource. Key personnel shall perform continuously 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 the Contract Monitor.
C. Continuous Eligibility of Key Personnel at US locations

NYSDOL considers the continuous eligibility of Key Personnel to work at US locations specified by 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 shall make commercially and legally reasonable attempts, as determined solely by NYSDOL, to extend the work visas until the proposed end date of this contract.

4) Absences:

   a. The contractor shall identify any dates in excess of ten (10) business days in which individuals designated as Key Personnel will be unavailable during the duration of the Contract.

   b. This includes absences related to work visas.

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 shall have equal or better skill level, qualifications, and experience 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 2.4.2.F. Replacement Circumstances.

1) The contractor shall demonstrate to the Contract Monitor’s satisfaction that the proposed substitute has equal or better skill level, qualifications, and experience, as determined solely by NYSDOL, to those of the contractor personnel proposed to be replaced.

2) The contractor shall 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 shall provide the Contract Monitor with a substitution request that shall 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 shall include confirmation that replacement personnel shall work with outgoing personnel for at least two weeks.

4) The Contract Monitor may request additional information concerning the proposed substitution. In addition, the Contract Monitor 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) The Contract Monitor 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. The Contract Monitor will not unreasonably withhold approval of a proposed contractor personnel replacement.

6) If the Contract Monitor denies the proposed substitute personnel, the contractor will propose additional substitute personnel for consideration until a satisfactory personnel replacement is deemed suitable and accepted by the Contract Monitor.

F. Replacement Circumstances

1) Contractor Personnel Replacement
   a. To replace any contractor personnel in a circumstance other than as described in Section 2.4.2.F Contractor Personnel Replacement Due to Vacancy, including transfers and promotions, the contractor shall submit a substitution request as described in Section 2.4.2.E to the Contract Monitor at least fifteen (15) days prior to the intended date of
change. A substitution may not occur unless and until the Contract Monitor approves the substitution in writing.

2) Contractor Personnel Replacement Due to Vacancy
   a. The contractor shall replace contractor personnel whenever a vacancy occurs due to the sudden termination, resignation, Extraordinary Personnel Event as defined in Section 2.4.2; or death of such personnel. A termination or resignation with thirty (30) days or more advance notice shall be treated as a replacement under Section 2.4.2.F(1).
   b. Under any of the circumstances set forth in Section 2.4.2.F, the contractor shall identify a suitable replacement and provide the same information and items required under Section 2.4.2.E within fifteen (15) business days 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 twenty (20) business days to fully resume all job duties, before the 25th day of continuous absence, the contractor shall identify a suitable replacement and provide the same information and items to the Contract Monitor as required under Section 2.4.2.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 the Contract Monitor, the Contract Monitor may, at his/her 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. The Contract Monitor may direct the contractor to replace any contractor personnel who, in the sole discretion of the Contract Monitor, 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, Department 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 the Contract Monitor, the Contract Monitor shall give written notice of any contractor personnel performance issues to the contractor, describing the problem and delineating the remediation requirement(s). The contractor shall provide a written response to the remediation requirements in a Remediation Plan within five (5) days of the date of the notice and shall immediately implement the Remediation Plan upon written acceptance by the Contract Monitor. If the Contract Monitor rejects the Remediation Plan, the contractor shall revise and resubmit the plan to the Contract Monitor within five (5) days, or in the timeframe set forth by the Contract Monitor in writing.
c. Should performance issues persist despite an approved Remediation Plan, the Contract Monitor 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 shall 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 the Contract Monitor determines to direct substitution under Section 2.4.2.F(4) Directed Personnel Replacement, if at all possible, at least fifteen (15) days advance notice shall be given to the contractor. However, if the Contract Monitor deems it necessary and in NYSDOL’s best interests to remove the contractor personnel with less than fifteen (15) days’ notice, the Contract Monitor 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 shall immediately notify the Contract Monitor. Should NYSDOL decide that the contractor personnel must be replaced, contractor shall immediately remove the staff member and propose a qualified replacement.

G. Substitution/Replacement Penalties

1) Substitution/Replacement after less than six months of performance

Contractor acknowledges that the failure to provide continuous performance of initially assigned contract personnel for the duration of the engagement constitutes a breach of contract, and that as a liquidated damage the State has the right to receive up to eight (8) working weeks (320 hours) at the contractor personnel’s hourly rate, as proposed in Attachment N, during a transition/ramp-up period. This liquidated damage may be waived in whole or in part at NYSDOL’s sole discretion.

2) Substitution/Replacement after six months of performance

Contractor acknowledges that the failure to provide continuous performance of initially assigned contract personnel for the duration of the engagement constitutes a breach of contract, and that as a liquidated damage NYSDOL has the right to receive 2 working days of work for each week worked by the contractor personnel being replaced, to a maximum of twenty (20) working weeks, at the contractor personnel’s hourly rate, as proposed in Attachment N, during a transition/ramp-up period. This liquidated damage may be waived in whole or in part at NYSDOL’s sole discretion.

H. Training Requirements

1) State Mandated Training

Contractor staff that provides 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 I, II, and potentially III  
k. IRS Confidentiality Awareness Training and signed Acknowledgment form  

The staff hours needed for the training is the contractor’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 staff with training needed to maintain and update proficiency with new technologies and applications throughout the contract term at the contractor’s expense.

### 2.4.3 Onsite Presence of Key Personnel

NYSDOL considers the onsite presence of fully dedicated Key Personnel to be essential to the progress and success of the Solution, however NYSDOL recognizes that successful completion of various project tasks of Key Personnel may not necessarily have to be performed at a NYSDOL location.

#### A. Mandatory Onsite Presence for Contract Duration

1) The following Key Personnel:  
   a. Project Manager  
   b. Lead System Architect  
   c. Lead Data Architect  
   d. Lead Software Developer/Programmer of each key functional module  
   e. Lead Business Analyst of each key functional module  

must be located, and office space will be provided, at NYSDOL headquarters at the W. Averell Harriman State Office Campus, Building 12, Albany, NY for the duration of the contract, as specified in Section 1.2.
For each title listed above, specific onsite requirements, including beginning and ending dates of onsite presence, will be determined solely by NYSDOL.

B. Mandatory Onsite Presence for Various Periods and Meetings

1) The nature of the project will require the onsite presence of the following Key Personnel, at various periods of active engagement, to be determined solely by NYSDOL, at NYSDOL headquarters at the W. Averell Harriman State Office Campus, Building 12, Albany, NY. Office space will be provided at this location.
   a. Lead QA Engineer/Tester of each key functional module
   b. Lead Application Build Engineer
   c. Security Architect
   d. Senior Configuration Manager
   e. Lead Implementation Manager
   f. Lead Training Manager

2) While many meetings will be conducted using web-based interactive technology, there is an expectation that the Key Personnel listed in Section 2.4.3.B.1 must be onsite at NYSDOL headquarters at the W. Averell Harriman State Office Campus, Building 12, Albany, NY for specified meetings to be held throughout the duration of the contract, as specified in Section 1.2. Meeting dates that require the onsite presence of individuals with titles included in Section 2.4.3.B.1 will be determined in advance and communicated weekly by NYSDOL.

2.4.4 Travel Disclosure

A. Any Contract Personnel, including Key Personnel and subcontractors, may be required to travel to NYSDOL offices and other locations in New York state that are outside of the immediate Albany, NY area.

2.5 Functional Requirements

A. System Requirements Analysis and Validation

NYSDOL realizes the functional requirements will be finalized during iterative cycles. Requirements elaboration is entirely within the scope of this procurement. Contractor shall be willing to respond to those finalization constructs. An iterative software development methodology embraces change throughout the process and ensures the inevitable elaboration can be dealt with within the scope of the project. All changes must be approved by NYSDOL prior to the initiation of work on the change or other commitment of contractor resources.

During this phase the contractor shall analyze the behaviors, functions, requirements, and needs in order to completely specify a precise set of system functionality from which all development activity shall proceed. This process shall be led by the contractor but performed in collaboration with NYSDOL. The contractor will utilize the use cases and other re-engineering artifacts already produced by NYSDOL. Information and documentation related to these use cases and business
re-engineering analysis can be found in the RFP attachments, and are the framework baseline for the analysis process.

The contractor will be required to provide NYSDOL a fully functional environment that contains the UI system to be leveraged for the Solution within 2 weeks of the initiation of Milestone 3.1, Development Iteration cycle, Development Ready Requirements Elaboration phase.

B. Functional Requirements and Business Rules

The contractor shall conduct sessions with NYSDOL to identify and further document the detailed requirements and business rules for all system functionality, interfaces, reports, notices, correspondence, and data elements. The contractor shall continue to perform business process re-engineering during detailed system design and make recommendations to NYSDOL for process improvements at the detailed design level.

The contractor’s Solution shall encompass, address, design, and implement the interfaces specified in Attachment E – Interface Catalog.

NYSDOL use cases contain detailed functional requirements and related business rules. This process will include analyzing NYSDOL use cases and developing them into system use cases ready for detail design.

The contractor’s Solution shall meet and fully satisfy all detailed functional requirements specified in the RFP attachments. The contractor’s Solution shall encompass, address, and fully implement all of the components specified in the RFP attachments. As an example, Attachment A – Use Cases and Functional Requirements organizes the State’s detailed functional requirements into a set of Use Cases.

Each Use Case has the following components:

1) Description
2) Actors
3) Triggers(s)
4) Preconditions(s)
5) Main Flow
6) Alternate Flow(s)
7) Post Condition(s)
8) Business Rules
9) Requirements

The Use Cases are organized into functional blocks encompassing the Benefits, Employer Contributions, and Appeals domains.

Law changes will continue throughout development. All changes in Federal or State Law will be assessed by NYSDOL for delivery during the lifecycle of the project, and shall be implemented via the Work Order process.

NYSDOL is amenable to suggested improvements, elaborations, and innovations within the framework of its use case requirements and is receptive to augmentation, alternative approaches,
and/or other best practice approaches, as long as they are well-justified, acceptable to NYSDOL, proven as successful, and achievable within the fiscal constraints of the proposed/agreed upon contract services price. The contractor may define requirements up front and refine during later stages, or use an approach in which the higher level requirements are decomposed and finalized during iterative development.

The validation evolution of these requirements into design-ready specifications is entirely within scope of this procurement, including, but not limited to, such items as forms, reports, roles definition, and implementation. The result shall be a complete set of documented UI Benefits, Employer Contribution, and Appeals Solution functional and technical requirements that are ready for use in subsequent phases.

The contractor shall produce a design-ready set of functional, technical, and general system requirements exhibiting the following properties and characteristics:

1) Correctness;
2) Unambiguosness;
3) Completeness;
4) Consistency;
5) Verifiability (i.e. testability).

In addition to establishing a design-ready set of system functionality and non-functionality at the end of this phase, an updated comprehensive Project Plan and Schedule, conforming to NYSDOL’s project management standards and guidelines, will be established and used as the basis for iterative development. The Project Plan must account for both contractor and State staff resources.

The contractor shall include as part of its proposal any necessary progressive elaboration required in the base cost and in the proposed project schedule. The NYSDOL Project Director has final approval over all requirements resulting from Progressive Elaboration during the finalization of system requirements, and under no circumstances will the contractor’s base code set, framework, COTS product(s), or any technical base proposed by the contractor be used to determine finalized requirements, unless approved by the NYSDOL Project Director.

The bidder should be mindful of this in its pricing proposal; having UI system development expertise would be helpful in the pricing process. A discrete requirement, such as validating a social security number, shall only be counted as one requirement, regardless of how many times it is used in the entire Solution.

To produce design-ready Requirements, the contractor shall conduct workshop sessions with NYSDOL to identify and further document the detailed requirements and business rules for all functionality of Iterations, interfaces, reports, notices, correspondence, notes, messages, workflow items, and data elements as a prelude to detailed design and coding. All relevant materials to be discussed during a workshop session, including requirements artifacts related to an existing base code set, framework, or commercial software, must be made available to NYSDOL attendees at least three (3) business days prior to the commencement of the session, otherwise the workshop may be canceled at the NYSDOL Project Director’s discretion and the contractor shall be responsible for rescheduling the session subject to State staff availability, and could be held responsible for costs incurred (e.g., travel, rooms) as a result of the cancellation.
The Design-Ready Requirements shall include baseline Use Cases with completed business rules, complete enumeration and definition of all data elements, complete set of screen mock-ups, wireframes or storyboards with clear linkage to Use Cases and Use Case steps, defined data elements, relationship of each Use Case to other associated Use Cases, and each Use Case's correspondence, reports, forms, and interfaces. These artifacts will be used to prepare for the iterative build processes.

2.6 Nonfunctional and General Requirements

The contractor’s Solution shall meet and fully satisfy all Nonfunctional Requirements specified in Attachment B – Nonfunctional Requirements Configurability.

2.7 Requirements Management Process and Tool

2.7.1 General

Requirements traceability is defined as the ability to describe and follow the life of a requirement, in both forwards and backwards direction (i.e. from its origins, through its development and specification, to its subsequent deployment and use, and through all periods of on-going refinement and iteration in any of these phases). It refers to the ability to define, capture, and trace each requirement through elements of the software development environment and trace back from those software elements to requirements. In the requirements engineering field, traceability is about understanding how requirements -- objectives, goals, aims, aspirations, expectations, needs -- are transformed into low-level requirements for development and verification through test cases. It is therefore primarily concerned with the relationships between layers of information. In its response the bidder is asked to propose a Requirements Management tool that satisfies the requirements outlined in Attachment C – Requirements Management Evaluation Criteria.

2.7.2 Requirements Management

The contractor shall use a Requirements Management Tool (RMT) to implement an effective Requirements Management Process. The Requirements Management Process must address the storage of requirements and the tracking of relationships between various requirements throughout the lifecycle of the Solution including generating and regularly updating the Requirements Traceability Matrix. These include, but are not limited to:

- Business Rules
- Functional Requirements
- Nonfunctional Requirements
- Use Cases
- Design artifacts
- Program Code
- Data definitions
- Test cases
- Test plans
- Test results
As part of the Requirements Management Process, the contractor shall propose, procure, stand-up, and utilize a Requirements Management Tool, which satisfies the following basic criteria:

A. Traceability

The contractor shall employ an iterative and incremental approach to development. The contractor shall trace all requirements, including functional and system requirements, of the Project through design, code, and testing, ensuring they are met. The contractor shall not commence first System User Acceptance Testing (UAT), and any subsequent UAT, until they have certified and demonstrated to NYSDOL, and to NYSDOL’s approval, that all requirements are met by the Solution. Typically, this is demonstrated through verification and validation tests based on the bidirectional requirements traceability matrix, which maps business and technical requirements to test cases.

B. Requirements Traceability Matrix

The Master Project Work Plan shall include a traceability matrix table that traces each requirement and deliverable to, among other things, the design components, test cases, database tables, and program code models.

C. Requirements Repository

The contractor must utilize a tool-based requirements repository throughout the development and operational life cycles of the Solution, which shall include all validated use cases and element-level functional and nonfunctional system requirements (e.g. use case statements, discrete business rule) residing in validated use cases, business rules, supplemental specifications, storyboards, relevant requirements artifacts, and RFP requirements. Contractor also confirms the following detailed requirements shall be met by the contractor’s repository:

1) All configurable system requirements shall be clearly identified as such.
2) All system requirements shall be traceable to design, code, and test, at the element level using traceability matrices.
3) All requirements changes shall be tracked with traceability to downstream development processes clearly identified.
4) The requirements repository tool shall be accessible by NYSDOL through the use of a software tool that is capable of generating meaningful and current status reports and offers both out-of-the-box and custom reports.
5) Contractor shall maintain the integrity of the requirements repository throughout development and operations, encompassing all Solution changes that occur under any resulting contracts from this solicitation.
6) See Attachment C – Requirements Management Evaluation Criteria for more information on the requirements tool (RMT).

The contractor shall train Project Management Office (PMO) personnel and the project team, or their designee(s) in the overall use of the Requirements Management Tool to include navigation and reports. The training shall be interactive and include written documentation.

2.8 Requirements Finalization
Requirements are elaborated and finalized during the project through a collaborative process with designated NYSDOL users, system architects, and subject matter experts, and on-going collaboration with users throughout development, as appropriate.

2.9 System Hardware

For purposes of the Hardware definition, infrastructure in this context shall include everything that the contractor requires to provision, operate, maintain, and support the Solution infrastructure to meet the service levels and other requirements of the Contract, including all hardware needs (processing, storage, connectivity, networking, bandwidth), physical and information security, disaster recovery, and administrative tools to rapidly deploy new or increase existing infrastructure resources.

As earlier stated in Section 2.1.1 - Technical Infrastructure Overview, the Solution must operate within the State’s network environment. ITS manages the wide area network for NYSDOL local offices and maintains the LANs and desktops in NYSDOL central and local offices.

All design, development, and integration (DDI) activities are expected to be primarily conducted in the proposed environments. All DDI artifacts, including works in progress and system source materials, shall be stored in the proposed environment.

2.9.1 Key Hardware Requirements

A. The bidder must include within their cost proposal all servers, data storage, virtualization, cables, cards, connectors and other hosting, imaging, and server related equipment necessary to fully satisfy NYSDOL’s RFP requirements and properly operate the Solution. This includes equipment necessary for proof-of-concept, development, test, user acceptance, training, and final UI production processing environments, both on-site and at remote NYSDOL locations.

B. Equipment proposed by the bidder must be all new mainstream computing equipment offered by leading computing equipment manufacturers.

C. NYSDOL reserves the right to purchase equipment through the bidder as part of the RFP and/or through other available resources approved by the State.

D. New hardware/software is not introduced into a production environment until it is fully tested and accepted by the State.

E. If the bidder’s proposed Solution requires PC and/or printer equipment of higher performance, capacity, or technical capability than the State’s current configurations, then the bidder must propose necessary PC, printer, and related network connectivity equipment, as well as related costs, required to properly operate the Solution.

F. The contractor shall commit to deliver Hardware services in accord with all performance standards set forth in the contract including the SLA’s defined in Section 2.26 and the Functional and Nonfunctional Requirements set forth in the RFP attachments.

G. The contractor shall provide adequate levels of staffing with the skills and experience/expertise consistent with the technologies and languages needed to support the Solution and shall support the required Solution knowledge transfer.
H. The contractor shall require each subcontractor to execute and deliver Data Security Agreements with NYSDOL, to ensure that the data protection policies and practices being followed are consistent with applicable laws and standards.

I. Contractor shall ensure that any subcontractors are bound by a written agreement containing terms sufficient to give effect to contractor’s obligations under this RFP.

J. Contractor shall insure that Hardware will incorporate all environments’ needs to support iterative development lifecycle from Development through Production.

K. The Contractor shall provide adequate levels of staffing with the skills and experience/expertise consistent with the technologies and languages needed to support the Solution and shall support the System Knowledge Transfer to the State.

L. Because the State owns its data, the Contractor shall, and shall require any subcontractor that supports data at rest or in transit to, execute and deliver Data Security Agreements with the State to ensure that the data protection policies and practices being followed are consistent with applicable Laws and Standards and in compliance with all applicable sections of including, but not limited to, Sections 1.3, 2.3, 5.2.24, and 5.2.25.

M. Contractor shall ensure that any subcontractors are bound by a written agreement containing terms sufficient to give effect to Contractor’s obligations under this Agreement pursuant to Section 5.2.19 and any other applicable sections.

N. Contractor shall ensure that services shall support NYSDOL in all aspects of implementing Federal Tax Information (FTI) TOP (Treasury Offset Program) Benefits and Contributions.

2.9.2 Minimum Hardware Requirements

NYSDOL envisions using pre-production environments to facilitate design, development, test, conversion, user acceptance, and training project tasks. Each environment, either physical or virtual, must use mainstream industry-standard hardware, software, and relational database management products. Security and network communication protocols must be compatible with existing State local and wide area network specifications.

While the State requires the bidder to include their costs for all base components and third party equipment in the Cost Proposal, the State, at its sole option, reserves the right to procure any or all of the required components and equipment from another source, based upon specifications provided by the contractor.

In the Cost Proposal, bidders must provide an itemized equipment list and their associated costs, including equipment make, model, and primary configuration.

The Contractor shall address the following elements of the Solution:

A. Cost-Effective Delivery. The contractor shall ensure that the Hardware shall provide sustainable and cost-effective operation of the Solution once it is in production.

B. Flexibility and Scalability. The contractor shall accommodate transaction rates and storage demands of NYSDOL once the Solution is in production, and that these demands can be addressed dynamically and elastically as workload changes. For example, if New York is experiencing a mass layoff that is rapidly increasing the State’s workloads, the Solution shall be able to ramp up computing capacity, storage, and bandwidth as needed to address the situation.
Once the workload has passed, these same resources shall be able to return to normal levels. Additionally, the contractor shall provide for a Hardware design that is sufficiently scalable to accommodate NYSDOL’s future requirements.

C. Software and Hardware Change Management. The contractor shall provide infrastructure product enhancement, software and hardware updates, and/or managed modification strategies. Major upgrades to the Solution infrastructure must be scheduled with enough prior notice that allows NYSDOL a reasonable time to assess the impact and cause the contractor to make any needed changes to the application to accommodate the new Solution infrastructure.

D. Quality Assurance. The contractor is required to cooperate with any person or organization designated by the NYSDOL Project Director/Contract Monitor to monitor and track service-level agreement (SLA) performance; and also promptly respond to requests from such persons to facilitate contract performance monitoring by the NYSDOL Project Director/Contract Monitor.

E. Offsite Access. If any contractor staff works offsite to minimize project costs, the offsite developers must access the State’s network through VPN (or other protocol approved by NYSDOL and ITS) and perform all development on the State’s network. Data in transit must not be transmitted outside the United States. Any offsite work requires approval of the State. An offsite contractor must maintain information security protocols at a level equivalent to on-site work. Data owned by NYSDOL that is accessed by computing devices used by the offsite contractor must be fully protected, and promptly destroyed after use.

F. Compatibility and currency. The contractor shall ensure that the Solution is compatible with the State’s existing infrastructure and that the Hardware components will remain current and supported for the contract duration.

2.9.3 Transferability

The Contractor shall ensure that if the contract is terminated in accordance with its terms, the Contractor shall assist the State, at no additional cost, to successfully transition the Solution and all data (including but not limited to production, backup, and archival data) to another host site or State approved facility. In conjunction with that transition, the Contractor shall comply with the State’s instructions to export the State’s data then in the possession, custody, or control of the Contractor including, but not limited to, data stored on a host site provided by the Contractor.

Unless otherwise agreed by the State, the data shall be exported as instructed as expeditiously as possible, with such export to be completed within no more than five (5) calendar days after delivery of written demand from the State. The Contractor shall promptly provide the State with evidence of its compliance with the State’s demand. Upon request by the State, the State’s data shall be deleted within one (1) business day after delivery of written demand.

2.10 Technical Requirements and Standards

A review of the options available for the target technical requirements identified the following. These are provided for the bidder’s consideration. However, the bidder can propose to use other established nonproprietary technical components:
**Database platform:** Oracle and SQL Server are ITS standards and provide a more robust and flexible platform to integrate components for the Solution. There is a risk that bidders who have provided UI solutions on other standardized platforms may now be required to propose a different platform, which may significantly increase project development costs. However, a phased implementation strategy could mitigate the risks associated with the migration. IBM DB2 is also currently implemented within NYSDOL. These databases are industry standard proven technologies that support high transaction throughput.

**Rules engine:** Oracle Policy Automation (OPA) is an ITS standard which can help ensure alignment of the Solution with ITS standards.

**Communication and Collaboration Services:** Akana is an ITS standard for Application Program Interface (API)/Service management and the Oracle SOA Suite is the ITS preference for an Enterprise Service Bus (ESB) technology.

More information can be found in Section 2.10.1 Table 2 – Assets List, Table 2B – Non Mandatory Assets List, and Section 2.10.3 Table 2C - Target Technical Architecture Reuse Analysis.

Design, development, build management, and testing as described in this section shall be performed for each Repetitive Deployment Iteration in accordance with the standards and guidelines specified in this Section. A Repetitive Deployment Iteration (RDI) is a regular, repeatable work cycle during which specific work products are completed and made ready for review. Unless otherwise negotiated and approved by the NYSDOL Project Director, NYSDOL requires frequent (no more than every three weeks) scheduled RDI development releases during the development, build, and test phases.

**2.10.1 System Architecture and Design**

The bidder shall provide an overview of how major hardware and software components are layered and used within the architecture.

A. **Modular Components/Design**

Contractor shall ensure that the Solution is developed using best practices including using interfaces, design patterns, and other principles of object oriented development. The architecture must have "openness" and adherence to industry standard hardware, software, security, and communications protocols. The proposed Solution shall be built on “Service-Oriented” architecture and the following items apply:

1) **Single Responsibility Principle:** Each responsibility shall be a separate class and each class shall have only one reason to change. This principle shall include, but not be limited to, the Solution layer and component within each layer having distinct responsibilities. Similarly, the administration and configuration related features shall be handled in a separate layer and shall not be mixed with the core software functionality unless approved by NYSDOL.

2) **Separation of Concerns Principle:** Software shall be split into discrete features that encapsulate distinct behavior and data that can be used by other classes. This ensures that code reuse is realistic, with smaller blocks of code making bugs easier to isolate. Testing of small code segments is easier and the quality of the code increased due to greater confidence that all aspects are being tested. This principle shall include, but is not limited to, the architecture being able to support clearly defined, well partitioned, and loosely coupled components, processes, and roles when appropriate and applicable. Similarly, the Solution
business/application layer shall clearly separate the concern between platform services, core application services, and the configuration services.

3) **Interface Segregation Principle:** The dependency of one class to another one shall depend on the smallest possible interface. At a minimum, and where applicable, the Solution components shall expose a clear interface implementation to enable dynamic injection of the component at run-time enabling customization of specific component features or functionality. The components that form part of the core system shall always interact with each other using the well-defined interfaces. The interface based interactions hide the actual implementation thereby enabling the dynamic injection of the concrete implementation at run-time. This allows for configuration driven components that are injected at run-time based on the configuration customized for each UI program area. It is acceptable to use newer technologies and concepts to fulfill the intent of this principle upon review and approval by NYSDOL.

4) **Dependency Inversion Principle:** Lower-level, dependent modules are referenced as abstract types rather than concrete implementations. High-level modules shall not depend upon low-level modules. Both shall depend upon abstractions. Abstractions shall not depend upon details. Details shall depend upon abstractions. Use dependency injection to supply an external dependency to a high-level module.

5) **Service Composition:** All the business components running in the business/application layer shall be exposed as services with a specific Service Provider Interface (SPI). These interfaces shall be available for an administrator to expose them through the integration layer. This enables multiple applications to send and receive data.

### B. Configurability

1) Provides configuration of the Solution so NYSDOL’s authorized administrative users may customize according to its needs without further cost. This includes allowing NYSDOL to brand its own Solution within technical limitations (such as brand logo size) without requiring any code changes.

2) The Solution shall have configurable core modules that can be further extended using customization. Configuration management shall be designed as a cross-cutting layer that addresses concerns that apply to all UI program areas across all the layers. This configuration management shall handle the program area persistence and content store configuration, modules, the theme and style configurations for the views, the business process workflow configuration, rules configuration as well as the integration layer specific configuration.

### C. Modularity

1) Provides Modularity to the Solution, so modules may be reused as necessary. The Core Software logic components shall be used “as-is” if NYSDOL does not require any customization. The Software logic customization capability shall be available in two components: (i) a Core component is configured using the program area specific business rule parameters in the rules engine; and (ii) a custom functional component is deployed and is injected at runtime in its business process workflow.

2) NYSDOL may need a custom module and this should be a run time decision by the Software based on the user login. This is seamless to the user. Similarly, configuration components within modules should also be seamless.
3) The Solution shall maximize standard internet, Service Oriented Architectures ("SOA") and open source protocols in order to achieve maximum interoperability within NYSDOL. This also includes interoperability with COTS systems and other systems that use standard internet and open source protocols.

The Solution components internally shall use the integration layer and publish SPIs for all the internal events which can be further extended by other systems to extend the components using these SPIs. The SPIs provided shall use web services standards allowing creation of mashed-up applications. This will allow web pages to use content from more than one source to be displayed in a single graphical interface.

The Solution components internally shall use the integration layer to communicate with the external systems that provide data and other services. The integration layer enables the components to work independently without having the detailed interface and end-point embedded within its logic. This allows the Solution to be extended using multiple integration points.

4) Assumes industry standards around disaster recovery, security, business continuity, scalability, and system administration and shall provide the following in the Solution:

   a. Perimeter protection will be in place to ensure that infrastructure connecting to the Internet will block malicious traffic from attacking NYSDOL data and systems.

   b. In case malicious traffic sneaks in through other means, logging will be set on the internal systems and reviewed as soon as possible, at a minimum daily, to ensure that malicious traffic remains blocked, and if malicious traffic is found that is causing harm to NYSDOL systems or data, security procedures will be followed for incident handling.

   c. All Personally Identifiable Information (PII), Federal Tax Information (FTI), and National Directory of New Hires (NDNH) data is fully encrypted at rest.

   d. Host based encryption of data in flight and at rest all the way through to the backend disk based backup system that includes off-site replication.

   e. Backup and monitoring networks implemented with port level security ensuring that no two hosts can communicate across the management and/or backup networks.

5) Requires World Wide Web Consortium (W3C) compliant, scalable, browser-based architecture such as multi-tier architectures that currently drive much of the internet traffic across the globe. Contractor shall provide NYSDOL with diagrams and related documentation to verify this architecture. The Solution shall:

   a. Be scalable to a large number of users, because processors, devices, and storage can be increased or decreased as necessary to match demand, without requiring re-engineering of the Solution.

   b. Use a multi-tier, multi-layered architecture that is substantially consistent with the following logical diagram (bidder may propose an alternative architecture for consideration):
D. **Database Requirements**

Contractor’s Solution shall support the following database requirements:

1) Ability to scale to a large number of users.
2) Data integrity, meaning the data in the database is consistent and accurate.
3) Support for industry standards (e.g. JSON, ANSI SQL-92, ODBC, JDBC, and XML).
4) Security of the data in accordance with State and Federal policies and regulations.
5) Built-in audit capabilities.
6) Point in time recovery.
7) Backup and recovery utilities.
8) Logging for backup, recovery, and auditing.
9) Support for large objects (BLOBS, CLOBS, spatial data, etc.).
10) Basic properties of a database transaction: Atomicity, Consistency, Isolation, and Durability (ACID).
   a. Atomicity: Atomicity requires that each transaction be "all or nothing": if one part of the transaction fails, the entire transaction fails, and the database state is left unchanged. An atomic system must guarantee atomicity in each and every situation, including power failures, errors, and crashes. To the outside world, a committed transaction appears (by its effects on the database) to be indivisible ("atomic"), and an aborted transaction does not happen.
   b. Consistency: The consistency property ensures that any transaction will bring the database from one valid state to another. Any data written to the database must be valid according to all defined rules, including constraints, cascades, triggers, and any combination thereof. This does not guarantee correctness of the transaction in all ways the application programmer might have wanted (that is the responsibility of application-level code) but merely that any programming errors cannot result in the violation of any defined rules.
   c. Isolation: The isolation property ensures that the concurrent execution of transactions results in a system state that would be obtained if transactions were executed serially, i.e., one after the other. Providing isolation is the main goal of concurrency control. Depending on concurrency control method (i.e. if it uses strict - as opposed to relaxed - serializability), the effects of an incomplete transaction might not even be visible to another transaction.
   d. Durability: The durability property ensures that once a transaction has been committed, it will remain so, even in the event of power loss, crashes, or errors. In a relational database, for instance, once a group of SQL statements execute, the results need to be stored permanently (even if database crashes immediately thereafter). To defend against power loss, transactions (or their effects) must be recorded in a non-volatile memory.
11) Solution shall minimize the capture and storage of redundant data. To the degree possible, provide an integrated database structure that is shared by the functional components of the Solution.

E. Application Usability and Response Targets

The Solution application shall adhere to certain standards, which shall include at a minimum the standards listed below, but additional standards may be defined by NYSDOL to ensure State and Federal compliance:

1) Usability Services
2) Web Standards
3) Support all commonly-used IT Device Standards
4) Interoperability Standards
5) Industry Data Management and Security Standards
6) Response Times Standards as defined in Section 2.26, Table 6 – SLA Service Requirements
**F. Setup/Administration Modules**

Contractor shall ensure the Solution includes a setup/administration component for inputting configuration changes, run books, system auditing, and system monitoring. The primary user for these screens will be authorized administrative users. To the maximum extent possible, authorized UI staff shall be able to make appropriate administrative changes within the Solution. Contractor shall enable parameter type changes within the Solution to be made without programmer intervention and without the need for modification of program code. Each module within the Solution may have its own administration screens. However, the Solution shall be interoperable and use identity management systems to ensure a single sign on between them.

The Solution must seamlessly leverage or operate without interference with the NYSDOL assets listed in Table 2 – Assets List. Attachment D - Current State Architecture Detail also provides more technical detail.

_Due to the changing nature of both the business and technical environments that support UI, items listed in Table 2 may be upgraded with enhanced functionality or entirely replaced with assets that satisfy the same functions. Upgrades or replacements may be completed prior to delivery of the Solution. The contractor must accommodate these assets and provide interfaces between them and the Solution._

<table>
<thead>
<tr>
<th>Identified Asset</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Access Management (IAM)</td>
<td>Identity and Access Management encapsulates people, processes, and products to identify and manage the data used in our systems to authenticate individual users and grant access rights to data and system resources. The Identity (and Access) Management (IDM/IAM) module provides the services to register and maintain the online accounts for the users of NYSDOL systems using statewide ny.gov services. This includes the user’s ability to self register (create an ID and password) as well as collecting/maintaining customer identity information such as email address, optionally DMV ID, SSN, etc. This is done independent of the customer requesting any specific service from NYSDOL such as “find me a job” or “apply for UI Benefits”. It also provides a single account that could be used across multiple agencies and single sign on to access all the services (business functions) offered by Labor that require login.</td>
</tr>
<tr>
<td>Labor Online Services</td>
<td>Access management portal for employers. Access is granted through NY Labor Online Services (externally known as Unemployment Insurance (UI) Online Services), which is hosted and maintained by the NYS Department of Tax and Finance. For further information: <a href="http://labor.ny.gov/ui/OTCFAQ.shtm">http://labor.ny.gov/ui/OTCFAQ.shtm</a>. This asset may be affected with the State’s Business Express implementation.</td>
</tr>
<tr>
<td>UI/ES Integration</td>
<td>The Integrated Workforce Registration (IWR) system is an online registration into the state system for jobseekers and unemployed individuals. The UI/ES Landing Page/WIPP (Workforce Integrated Profile Page) will serve as an interface between the jobseeker and workforce systems, dynamically populated with information about and for the jobseeker, based on information collected during the Integrated Workforce Registration (IWR) process and from the workforce systems.</td>
</tr>
<tr>
<td>Data Warehouse</td>
<td>The NYSDOL Data Warehouse was developed on an Oracle Database from selected data sources for a limited number of users in the Division of Research and Statistics. Access to the Data Warehouse has been expanded to include the Office of the Inspector General for benefit fraud detection and the UI Determination and Enforcement for revenue collection. Ad-hoc reports are generated using the reporting tool Cognos.</td>
</tr>
<tr>
<td>Oracle PeopleSoft</td>
<td>NYSDOL has configured and customized Oracle PeopleSoft to handle UI financial processing and general ledger information. See Attachment E - Interface Catalog for further information.</td>
</tr>
<tr>
<td>Interactive Voice Response</td>
<td>NYSDOL’s IVR was developed with IBM Direct Talk and resided on an AIX Server. It lets Claimants use the language services to file a new claim, complete a claim already filed, certify for benefits, or obtain general UI or claim status information. Claimants are asked to select a language. The IVR also directs calls to agents while ascertaining the claimant’s identity. Claimants who are not proficient in English or Spanish and select Russian, Cantonese, Mandarin, Haitian-Creole, Korean, Polish, or other language are routed to an agent proficient in their language, or, the agent will contact a telephone interpretation service. IVR handles voice or key pad input.</td>
</tr>
<tr>
<td>OpenText Exstream</td>
<td>The generation of documents is implemented via the use of an OpenText service on the ITS SOA Backplane. There is currently no external user access directly to the OpenText Exstream tools. NYSDOL has a custom service Document Correspondence Management (DCM) that calls the OpenText Service when documents need to be generated. Applications that need to generate documents use the DCM service to call the OpenText service. This is done either in real-time/on demand or through batch processes. We currently only store OpenText generated documents in our Image Plus repository.</td>
</tr>
<tr>
<td>New York Business Express (NYBE)</td>
<td>The Unemployment Insurance Division is involved in the Governor’s initiative, New York Business Express (NYBE), along with other agencies including the Department of State, Taxation and Finance, and the Workers’ Compensation Board. NYBE’s mission is to make forming, launching, and operating a business in the State of New York faster and simpler by offering a one-stop shop where businesses can obtain information and apply for permits and licenses through a single online application. Its first release (R1) will include the Unemployment Insurance application for employers. Businesses can currently obtain information through Business Wizard (BW), an application tool that leads a user through a series of questions to identify licensing/permit/registration requirements based on his or her business type. Under R1, the BW will link to a common business application (CBA) that will offer the ability to register for multiple agency licenses and permits. Questions answered in the BW will carry over to the CBA, so data won’t have to be entered multiple times for multiple agencies. Users will also be able to access the CBA independent of the BW. CBA functionality will include payment processing and the ability to submit and receive (some) document attachments. The UI registration data will be transmitted to NYSDOL and application processing status updates will be provided to NYBE. Future development phases to add functionality are planned.</td>
</tr>
</tbody>
</table>
The Solution may leverage or utilize the NYSDOL assets listed in Table 2B – Non Mandatory Assets List, or, must propose an alternative with the Solution. If the bidder chooses to use an asset from the Non Mandatory list, it does not relieve the contractor from missed SLA performance requirements, even when the root cause is a failure with the listed asset.

**Table 2B – Non Mandatory Assets List**

<table>
<thead>
<tr>
<th>Identified Asset</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two Way Communication (TWC)</td>
<td>NYSDOL Secure Message Center communication via secure messaging with employers and claimants including document transmission. This is a Web-based application that enables secure communication with NYSDOL.</td>
</tr>
</tbody>
</table>

G. **System Design**

The contractor must develop a comprehensive system wide design specification that addresses the requirements and the procedures that ensures each requirement has been met.

NYSDOL seeks to leverage prior successfully implemented technology driven by business needs with streamlined and reengineered processes. The bidder can propose a development initiative with a phased release approach [i.e. Benefits, Employer, Appeals releases], or, a single collective approach that delivers a seamless integration between NYSDOL’s Employer, Benefits, and Appeals functions. If contractor uses a phased release approach, the Employer, Benefits, and Appeals phases may overlap each other. The contractor must include in this description how this will be accomplished based on a proven approach that resulted in a successful implementation in another state. (See Section 1.5 for a definition of successful implementation.)

The contractor must provide the following documents:

1) **System Design Description**: Describes the Architectural Design, Application Design of the system and subsystems, and the System Interface Design Description.

2) **Architectural Design**: Components of the Architectural Design including detailed specifications for platform infrastructure, such as networks, servers, and peripherals depicted in Network diagrams and associated narratives.

3) **Application Design**: Components of the Application Design including detailed specifications for software components, such as Classes, Sub-classes, Objects, and Methods depicted in the Requirement Traceability Matrix (RTM) models and associated narratives. This deliverable includes items such as GUI specifications, report and printed output specifications, security specifications, and performance specifications.

4) **System Interface Design Description**: Describes the detailed interface characteristics of one or more systems, subsystems, hardware components, applications, manual operations, or other system components. The contractor must describe, in detail, how the proposed Solution will integrate with existing software and hardware.

5) **Database Design Description**: Describes the design of a database, that is, a collection of related data stored in one or more computerized files in a manner that can be accessed by
users or computer programs via a database management system (DBMS). The Database Design Description components include elements such as Data Entities, Data Attributes, Relationships between Data Entities, and Access Keys and are typically portrayed in Entity Relationship Diagrams and associated narratives. It must also describe software units used to access or manipulate the data, such as Data Objects, or Query, Decision Support, and Online Analytic Support tools. Erwin is currently the ITS standard data modelling tool.

2.10.2 Analysis & Design

The contractor will utilize a system development management methodology that stresses management, control, and traceability of requirements throughout the software development lifecycle.

Contractor must identify and describe the primary underlying coding languages, integrated development environment (IDE), and component server environment (e.g. Java, .NET, J2EE, C#, Eclipse, Oracle Application Express, Visual Studio) used to produce tailored or customized components for the Solution.

Contractor, as part of their Solution, shall conduct sizing analyses that trace to performance and scalability requirements, and drive the recommended hardware configurations and specifications for each environment. Parameters and assumptions such as transaction mix, database size, session persistence, and page rates should be addressed as well as any impacts of load balancing and clustering if applicable.
2.10.3 Target Architecture

The Target Technical Architecture Reuse Analysis table below is provided for the bidder’s consideration. The table provides an analysis for each target technical architecture component and the design options for each. The bidder may leverage, utilize, interface, or propose an alternative [for components not required] with the components listed in Table 2C. The table includes the following elements:

A. Component: Documents whether a component exists to meet the baseline Solution Target Technical Architecture component for consideration.

B. ITS Standard: Indicates whether there is a State enterprise ITS standard for the components and what standards exist. These are not necessarily mandatory for the Solution.

C. Considerations/Comments: A summary to meet the Target Technical Architecture component. May indicate whether a decision is required, or whether a gap exists between ITS or NYSDOL and the required UI Target Technical Architecture.

D. Solution Preference: Requirement, Preference, or No Preference. This column represents whether there is a requirement, preference, or no preference to utilize a particular technology solution.

The bidder must include their costs for all base components and third party equipment in the Cost Proposal, even though the State, at its sole option, reserves the right to procure any or all of the required components and equipment from another source. The cost proposal shall include an itemized equipment list including equipment make, model, and primary configuration. This includes all servers, data storage, virtualization, cables, cards, connectors and other hosting, imaging, and server related equipment necessary to fully implement and operate the Solution. Assets listed in Section 2.10.1 Table 2 - Assets List and Table 2B – Non Mandatory Assets List shall not be included in the cost proposal.

Table 2C - Target Technical Architecture Reuse Analysis

<table>
<thead>
<tr>
<th>Architecture Component</th>
<th>Component Name or Bidder Proposed</th>
<th>ITS Standard (Y/N)</th>
<th>Considerations/Comments</th>
<th>Target Component: Required/Preferred/No Preference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Browser Services</td>
<td>NYSDOL portal</td>
<td>Yes</td>
<td>This capability exists. However, the Solution would require a single integrated UI portal with access to both employers and claimants with appropriate access and privilege management.</td>
<td>Component Required. ITS UX Standards will be provided in the procurement.</td>
</tr>
<tr>
<td>Architecture Component</td>
<td>Component Name or Bidder Proposed</td>
<td>ITS Standard (Y/N)</td>
<td>Considerations/Comments</td>
<td>Target Component: Required/Preferred/No Preference</td>
</tr>
<tr>
<td>-------------------------</td>
<td>----------------------------------</td>
<td>-------------------</td>
<td>--------------------------</td>
<td>---------------------------------------------------</td>
</tr>
<tr>
<td>Mobile Client Services</td>
<td>Bidder Proposed</td>
<td>No</td>
<td>Gap. This capability does not exist. The mobile client servicing capability will need to be proposed by the bidder.</td>
<td>No Preference</td>
</tr>
<tr>
<td>Telephone Services</td>
<td>IVR</td>
<td>No</td>
<td>This capability currently exists within NYSDOL’s IBM Direct Talk, and must be used for the Solution.</td>
<td>Component Required</td>
</tr>
<tr>
<td>Enterprise Content Management</td>
<td>NYSDOL ECM</td>
<td>Yes IBM FileNet</td>
<td>Gap. Enterprise Content Management (ECM) API’s must be used for the Solution. The repository must be integrated with the Solution.</td>
<td>Component Required</td>
</tr>
<tr>
<td>Business Rules Management</td>
<td>Bidder Proposed</td>
<td>Yes Oracle Policy Automation (OPA)</td>
<td>Rules engine can be proposed by bidder, however capability currently exists and can be potentially leveraged for the Solution.</td>
<td>Component Preferred</td>
</tr>
<tr>
<td>Web/Application Server Services</td>
<td>IBM WebSphere</td>
<td>No</td>
<td>This capability currently exists and can be used for the Solution. Solution preferred to use: 1) Oracle Weblogic or 2) IBM WebSphere or 3) RedHat JBoss application servers.</td>
<td>Component Preferred (3 options)</td>
</tr>
<tr>
<td>Business Intelligence/ Data Analytics</td>
<td>Cognos</td>
<td>No</td>
<td>Cognos capability currently exists and can be potentially leveraged for the Solution.</td>
<td>Component Preferred</td>
</tr>
<tr>
<td>Messaging and Routing Service</td>
<td>IBM Message Queue (MQ)</td>
<td>No</td>
<td>This capability currently exists and can be potentially leveraged for the Solution.</td>
<td>No Preference</td>
</tr>
<tr>
<td>Architecture Component</td>
<td>Component Name or Bidder Proposed</td>
<td>ITS Standard (Y/N)</td>
<td>Considerations/Comments</td>
<td>Target Component: Required/Preferred/ No Preference</td>
</tr>
<tr>
<td>------------------------</td>
<td>----------------------------------</td>
<td>-------------------</td>
<td>-------------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>Data Warehousing Service</td>
<td>Oracle</td>
<td>No</td>
<td>Gap. Bidder to note that this item is separate from the Oracle ‘Data Warehouse’ listed in Section 2.10.1 Table 2 – Assets List.</td>
<td>No Preference</td>
</tr>
<tr>
<td>Geographical Information System (GIS)</td>
<td>Bidder Proposed</td>
<td>No</td>
<td>Gap. The GIS capability will need to be proposed by the bidder. Direction to be better defined when contractor is onboard.</td>
<td>No Preference</td>
</tr>
<tr>
<td>Master Data Management Services</td>
<td>Bidder Proposed</td>
<td>No</td>
<td>Gap. Solution preferred to use Oracle Customer Hub.</td>
<td>Component Preferred</td>
</tr>
<tr>
<td>Security and Privacy Services</td>
<td>Exists Multiple components (Gov ID, LDAP, etc.)</td>
<td>Yes</td>
<td></td>
<td>LDAP for Authorization NY.gov for authentication Component Required</td>
</tr>
<tr>
<td>Data Services</td>
<td>VSAM, IBM DB2</td>
<td>Yes</td>
<td></td>
<td>Solution must use DB2, Oracle, or SQL Server. Component Required</td>
</tr>
<tr>
<td>Monitoring Services</td>
<td>Component TBD</td>
<td>No</td>
<td>Monitoring service will need to be included in the proposal. Scope includes monitoring performance, servers, application, and databases. Contingent on available components in the bidder’s proposed host configuration</td>
<td>No Preference</td>
</tr>
<tr>
<td>Architecture Component</td>
<td>Component Name or Bidder Proposed</td>
<td>ITS Standard (Y/N)</td>
<td>Considerations/Comments</td>
<td>Target Component: Required/Preferred/ No Preference</td>
</tr>
<tr>
<td>------------------------------</td>
<td>-----------------------------------</td>
<td>-------------------</td>
<td>-----------------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------</td>
</tr>
<tr>
<td>Service Management Services</td>
<td>IBM WebSphere</td>
<td>Yes</td>
<td>Solution preferred to use Akana.</td>
<td>Component Preferred</td>
</tr>
<tr>
<td>Infrastructure Management Services</td>
<td>Component TBD</td>
<td>NA</td>
<td>This capability currently exists and can be potentially leveraged for the Solution. It is however, highly dependent on the bidder’s Solution, and contingent on the proposed host configuration.</td>
<td>No Preference</td>
</tr>
<tr>
<td>Managed File Transfer</td>
<td>Bidder Proposed</td>
<td>No</td>
<td>Solution must use IBM Sterling.</td>
<td>Component Required</td>
</tr>
</tbody>
</table>

### 2.11 Development Requirements

- **A.** Following Contract award: the contractor shall ensure, subject to NYSDOL approval, the use of appropriate tools to measure the complexity and maintainability of all source code. The contractor shall define the metrics and their thresholds of acceptability subject to NYSDOL approval.

- **B.** The contractor shall remove all design and development artifacts that are not used to generate the final build of the system (e.g. unused source code that is ‘commented out’, unused database tables or columns). These artifacts must be removed prior to final acceptance testing.

- **C.** The contractor shall adhere to guidelines as they relate to any standard for technology used in the system. The following non-inclusive list provides examples that are subject to this requirement:
  1) HTML and CSS compositions
  2) Scripting
  3) Images
  4) Accessibility (Section 508 of the Disabilities Act, www.section508.gov)
  5) Internationalization
  6) Web design and software
  7) XML technology
  8) Web services

- **D.** The contractor shall establish, maintain, and document general coding/development guidelines for the project. The contractor shall adhere and ensure subcontractor adherence to these guidelines once established. Any changes to the guidelines during the life of the project shall be
communicated to subcontractors and documentation updated. These guidelines shall include, but are not limited to:

1) Naming conventions for files, packages, classes, interfaces, methods, and variables.
2) Naming conventions will use best practices for the various technologies used.
3) Package principles for structuring the various class files. The intent is to improve code reusability and improve separation of concerns between the various packages.
4) Exception handling guidance, procedures, and framework.
5) Frameworks for validation and logging.
6) Code organization per architectural layers.
7) Code comments.
8) Database standards for all database elements and stored procedures.

E. The contractor shall review and analyze architecture/design documentation and construct/code to the design specifications.

F. The contractor shall conduct code walkthroughs and document the walkthrough results. These results shall be produced for review as requested by the Contract Monitor.

G. The contractor shall automate the process of API documentation, in HTML format, from source code comments. This documentation shall be created as part of each build release and hosted at a common, secure location, such as SharePoint, for review.

2.12 Build Management Process

A. The contractor shall propose, explain in detail, and implement the structured Build Management Process that will be used. Bidder may propose a build management plan based on their corporate methodology. However, the bidder’s proposed build management plan must handle the requirements outlined below.

B. The proposed Build Management Process shall address, but not be limited to, the following:
   1) Traceability and Completeness
   2) Repeatability and Reliability
   3) Agility and Speed
   4) Build Profiles including but not limited to Private, Integration, and Release
   5) All the builds shall follow a generic lifecycle as illustrated below before it is released for testing. Build process figure below:
6) Version Control
7) Machine Independence
8) Scripted Builds
9) Scripted Tests
10) Static Analysis
11) Compilation
12) Unit Testing
13) Data Processing
14) Packaging
15) Link Testing
16) Code Coverage (at the unit level)
17) Deployment
18) An assigned Security Compliance Manager (SCM).

C. The Build Process shall update all environments with the latest version of the system on a regular basis or as necessary.
2.13 Testing

2.13.1 Contractor Objectives

A. Software Test Plans

The contractor must plan for and conduct comprehensive testing to assure production operational suitability and performance, prior to system implementation. The contractor must schedule and involve NYSDOL users early in the contractor's testing which most likely will result in more efficient development, a better implementation, and other benefits to project stakeholders.

Software Testing will include the following:

1) Software Test Plan: The Software Test Plan describes plans for testing of applications and software systems. It must also describe the software test environment to be used for testing. It must include the test metrics, preparations, data, scenarios, and procedures to be used to perform testing on the software system (or subsystems) during testing.

2) Systems and Integration Test Plan: The contractor shall create a System and Integration Test Plan during the Systems Analysis and Design Phase, including test conditions and test data for system and integration testing compliant with Institute of Electrical and Electronics Engineers IEEE 829 or similar standards. This test plan shall clearly set forth how the system test is designed to fully test system functions and features. The plan shall identify the inputs to the test, the steps in the testing process, and the expected results. The plan shall provide detailed descriptions of the test environment, regression testing and other test methods, workflow, and training required. The contractor shall keep this plan current with any changes, approved in writing by NYSDOL, in subsequent phases, as soon as more information is available. Before the System and Integration Test Plan can be considered approved, NYSDOL must approve that the test plan is comprehensively designed to fully test the functions and features of the system, and that the expected results accurately reflect what would be expected from a successful test of the system.

3) Traceability: All test cases shall be traced to specific requirements and specifications, and each requirement and specification shall be mapped to one or more identified test cases.

4) Approval: Tests must be documented and results provided to NYSDOL for approval.

5) Automated Execution: The contractor must create and execute automated scenarios; and update/refresh test areas as appropriate. Automated scenarios and results must be provided to NYSDOL for approval.

B. Testing Methods

The following methods of testing are expected by NYSDOL (bidder may propose any other testing practices that are typically included according to their corporate testing methodology):

1) Perform Unit, Functional, System, and Integration Testing of Software: The contractor shall perform all testing of the system in accordance with the Functional, System, and Integration Test Plans. The contractor shall test all functionality, reports, correspondence, notices, and interfaces; including, but not limited to the integration of NYSDOL claim/call centers and IVR functionality.

2) System Testing Readiness: During and subsequent to programming, the contractor shall conduct a thorough test of all program subsystems. This shall ensure that when the system
is available for User Acceptance Testing, the contractor is confident that the system is fully functional and operational. At a minimum, the contractor shall perform:

a. Unit Testing: The contractor shall test the smallest testable parts of the Solution. Unit tests shall be automated and repeatable, available for others in the project team to run, available throughout the project lifecycle, and can be individually scrutinized.

b. Functional Testing: The contractor shall perform a functional test of all software developed, or provided for use, as part of the Project. Documentation of the inputs, outputs, problems identified, and corrections made shall be required, in the form of a functional test results document and in accordance with the approved methodology for functional testing. Functional testing shall be performed by the contractor on each module/program of the Project. Individual sets of test data and test plans shall be created by the contractor to completely test internal conditions of the module/program. Successful functional testing occurs when the module’s test plan is completed without failure.

c. Systems and Integration Testing: The contractor shall fully test all software that is proposed to ensure that it meets the Project requirements and to demonstrate the functionality and performance characteristics before the start of User Acceptance Testing. The system tests shall actively use all of the functions, test all interfaces, process all types of input, and produce all reports, forms, correspondence, and notices for NYSDOL. The contractor shall include specific types of cases and transactions in the test, as specified by NYSDOL.

At the request of NYSDOL, the contractor must be prepared to replicate any or all Systems and Integration tests on-site using NYSDOL’s testing environment. The contractor must be prepared to provide the State with the test scenarios and data the contractor used during its own Integration and systems Tests. In addition, the results of the Integration and system tests shall be available for inspection by NYSDOL at any time in the Project Repository.

Contractor shall also provide full access to its code, documentation, processes, procedures, standards, and unit, functional, systems, and integration test plans for NYSDOL to scrutinize and conduct quality assurance, verification, and validation activities.

C. Testing Execution

1) In preparation for system testing, at a minimum, the contractor shall:

   a. Create the appropriate test environments;

   b. Install the system in the test environment;

   c. Install and configure any automated testing tools/packages; and

   d. Ensure that sufficient test data is located in the test environment.

2) Sequential Process Tests: Integration testing shall be performed by the contractor on each sequence of related or dependent modules and on converted data from existing legacy systems during the Development Phase of the Project. Any sequence of modules which will be run concurrently or consecutively, including modules that call outside subroutines or other modules, to produce an output or a result will require integration testing. Full sets of test data
and test plans will be produced by the contractor which will completely test any conditions within the sequence.

3) Contractor Duty: The contractor shall be responsible for all aspects of the system and integration testing. NYSDOL staff shall actively provide input and feedback during the plan’s development.

4) Provide Date Override Capability: The contractor shall develop and maintain a mechanism for overriding any default machine or operating system date enabling NYSDOL testers to test system cycles by moving through time.

5) NYSDOL Review/Approval of Testing Process: The contractor shall prepare a software test results document. The software test results document shall include all information necessary for the State to validate that the test has been successfully executed in accordance with the approved Software Test Plan. NYSDOL shall conduct a review of the test results. Such reviews may include attempts to replicate test results reported by the contractor, or performance of additional tests to verify functionality claims made by the contractor. Approval of the testing process by NYSDOL is required. The contractor shall conduct a review of the testing process and the test results to enhance NYSDOL’s understanding, and to facilitate the approval process. The contractor shall provide written, business user-friendly feedback.

D. Other System Testing

The contractor must conduct System Testing to identify and correct logical errors, and to demonstrate to NYSDOL that all requirements have been met.

E. Usability Testing

The contractor must conduct Usability Testing, to demonstrate to NYSDOL that the system will operate for users in an easy-to-use and efficient manner. These are specified in Section 2.10.1.E System Architecture and Design, Application Usability and Response Targets.

F. Security Testing

The contractor shall ensure that the system has received the required security review. This review should include components such as, testing of key safeguards, ensuring that auditing is occurring, and performing “Ethical Hacking” of customer and user interfaces. The contractor must carry out tests to prove that the system meets the State and federal requirements outlined in Section 2.3 Security. Contractor may propose a static code analysis or vulnerability assessment testing with a 3rd party tool.

G. Performance Testing

The contractor must perform a final stress test to ensure SLA service performance levels are met at peak period that will be determined by NYSDOL, and demonstrate the reliability and expandability of the system. All systems must be analyzed and evaluated. This includes print-management software for monitoring printing system performance. The contractor must make any necessary modifications to ensure that the system reaches acceptable performance levels in a production environment.

The contractor must conduct load testing and apply ordinary stress to the system to see if it can perform within SLA service performance levels as intended under normal conditions. Based on prior experiences, the contractor must provide recommendations on an approach and tools for performance testing.
H. Failover Testing

The contractor must include a failover test with the final acceptance testing and prior to GoLive. This will substantiate the ability to continue operations while the processing capability is transferred to the disaster recovery system. This test shall also determine whether the system is able to allocate extra resources such as additional servers during critical failures.

The failover test must check that all data continues to be accessible and that the system functions normally from a user's perspective. It is infinitely better for NYSDOL to find out about a problem during such a failover test than during an actual disaster.

2.13.2 Iteration User Acceptance Testing (IUAT) and User Acceptance Testing (UAT)

A. Facilitation of IUAT at Development Iterations and UAT at Releases with respect to NYSDOL Collaboration within the Acceptance process:

1) Contractor shall facilitate IUAT by NYSDOL during the Development Iterations.
2) Contractor shall facilitate UAT prior to Release deployment to production.

UAT shall occur after all interim Development Iterations for a Release are complete. UAT is performed on the final Development Iteration for each release tendered for production deployment. UAT is conducted to ensure that the system as a whole satisfies all functional and nonfunctional requirements of the contract as specified in the RFP attachments and provides confidence in its use.

All Releases, whether deployed to production or not, shall be subject to UAT. UAT shall not commence until the contractor certifies that the Release is complete and has implemented all requirements anticipated for that particular Release.

3) NYSDOL shall provide personnel to perform user acceptance testing, to support the definition of testing processes and procedures, and to determine final Acceptance criteria in conjunction with contractor.

4) Contractor acknowledges and agrees that reiterative data conversion processes and associated images may be required to support testing with appropriately aged data, and agrees to make available appropriately-aged converted data for testing and Acceptance.

5) Contractor acknowledges and agrees that:
   a. Acceptance with each iteration and the entire system is at the sole discretion of NYSDOL.
   b. All functional and nonfunctional requirements shall be successfully tested to be deemed fully "successful".

6) Contractor shall only promote a Deliverable or Service into production once the following criteria are met:
   a. Residual defects from acceptance testing are within permissible limit defined in Acceptance Test Plan.
   b. Successful completion of user acceptance testing of the applicable iteration and/or the system.
   c. Contractor receipt of written notice from NYSDOL documenting the UAT acceptance of the Development Iteration and/or Release.

B. Test Environment Constraints

With respect to Acceptance Testing, contractor shall:

1) Ensure that all functional and nonfunctional requirements are successfully tested in the UAT environment.

2) Only promote code to production environments after NYSDOL has accepted the code in writing and validated that all requirements have been successfully tested in the UAT environment.

3) Allow for key users to participate as acceptance testers.

4) Design the system and architecture so that NYSDOL UAT can be performed by individual testers while located in their own network and work environments.

C. Acceptance Test Procedures

Contractor shall complete the following testing and Acceptance tasks after each iteration and prior to deployment of the system:

1) Data conversion for NYSDOL legacy data extracts.
2) Image conversion for related documents.
3) Loading and configuration of NYSDOL’s test data in the UAT environment.
4) Acceptance test cases execution.
5) Acceptance test case execution status logging and tracking.
6) Defect logging and tracking.
7) Test results documentation.
8) Defect triage and defect fixing based on a standard defect severity scale.
9) Defect fix verification and re-testing.
10) Obtain State’s acceptance and sign-off.
11) Update Requirement Traceability Matrix.

D. Automated Software Toolsets

The contractor shall use automated software testing tools proposed by the contractor and approved in writing by the State. This tool shall be easily integrated and allow for traceability throughout the execution of all program logic. The Systems and Integration Test Plan shall indicate how the contractor will use the automated software testing tools during testing.

Contractor shall provide the following toolsets (or successors / alternates / open source of equal or better functionality with approval from NYSDOL) to facilitate and support IUAT and UAT:

1) Automation tools.
   Currently ITS standard tools are HP-ALM, HP-UFT, SOAP-UI, and HP-Performance Center. HP-ALM is preferred, but Contractor may use different tools with approval from NYSDOL.
2) Microsoft Visual Studio Team System.
3) Selenium (browser automation suites and tests).
4) Job Access with Speech (JAWS; to evaluate web accessibility).
5) HiSoftware’s Compliance Sheriff (formerly AccVerify, web content compliance automation), for 508 Compliance testing.
6) Color contrast analyzer (to confirm against Web Content Accessibility Guidelines (WCAG) 2.0).
7) HCL’s iGOVERN Data Doctor (specialized data conversion and migration tool).

E. Develop and Implement Acceptance Test Plan

Contractor shall deliver an Acceptance Test Plan for NYSDOL review and approval. Contractor shall implement and adhere to the Acceptance Test Plan, which shall govern Acceptance testing activities and execution throughout the customization lifecycle, leading to final Acceptance of the integrated System. The Acceptance Test Plan shall define:

1) Approach and detailed test procedures for each Acceptance test to verify the agreed System Acceptance criteria.
2) Entry and exit criteria.
3) Responsibility matrix.
4) Plan for execution and analyzing Acceptance test results.
5) Stop and restart decisions.

F. Acceptance Criteria

The Acceptance Test Plan shall include a joint process for the definition, verification, validation and formal Acceptance Criteria. Acceptance Criteria shall be based on:

1) Importance of system to the target user.
2) Consequence of failure.
3) Complexity of component.
4) Technology risk.
5) Complexity of user environment.

2.14 Testing Process Quality Assurance

A. Software Quality Tool

Contractor shall provide software quality tools for the following purposes listed below. Contractor shall deploy all software quality tool components within the proposed physical network to avoid spoofing, fraudulent attacks, and application security concerns associated with externally based testing services.

1) Test Script Maintenance.
2) Test Execution Planning.
3) Test Execution and Results Tracking.
4) Defect Tracking.
5) Requirements Traceability Matrix.
6) Unit Testing.
7) Fuzz Testing.
8) Static Source Code Analysis and Quality measurement. This shall be accomplished with an analysis tool such as Coverity or Sonar.
9) Automated Functional Test Script Maintenance.
10) Automated Functional Test Scripts Execution Planning.
11) Automated Functional Test Script Execution and Results Tracking.
12) Performance and Load Testing.
13) Application memory usage, performance and code coverage.
14) CPU, memory, thread monitoring for Hibernate stack.
15) Monitor number of threads, Heap Memory Usage, Object loads and the CPU Usage on the Application Server.
16) Monitor heap size and garbage collection.
17) Thread dumps monitoring.
18) HTTP Threads Status monitoring.
19) Database Traces.
20) System/Application Performance Monitoring.
21) Automated website application security and vulnerability analysis through simultaneous crawl and audit.
22) Proxy Testing.
23) Database vulnerability assessment.
24) Web Accessibility Testing (Section 508 compliance, www.section508.gov)

B. Integrated Defect Management Tool

Contractor shall use an automated tool with an integrated defect metrics framework to provide real-time view of implemented software product health as it is being evaluated at multiple test levels. Contractor shall provide access to this automated tool to NYSDOL staff, as it will be used as the basis for continuous monitoring and control of testing activities along with task status, activity schedule and effort tracking functions. The tool provided by contractor shall also:

1) Provide critical indicators on overall maturity and effectiveness of implemented test strategies and deployed test assets in detecting defects prior to delivery to NYSDOL.
2) Have a custom form design feature which enables specific software product defects to be isolated and identified by NYSDOL.
3) Include custom dashboards for NYSDOL specific views, and contain the following pre-build dashboards:
   a. Defect Density based on Function Points
   b. Defect Removal Efficiency [i.e. defects detected internally versus external defects]
   c. Testing Efficiency [e.g. product quality and process quality metrics]
   d. Delivered Defect Density
   e. In Process Defect Density
   f. Overall Defect Density

C. Test Process Management

Contractor shall implement the strategies set forth in this Section to augment the effectiveness of the software testing and product certification efforts for system implementation. In addition, contractor shall:

1) Test customized software components individually at iteration test and through incremental integration with other software components at iteration test and integration test to address direct transition challenges at system integration testing.
2) Facilitate and coordinate the separate and simultaneous testing efforts.
3) Utilize the tools referenced in Section 2.13.2.D Automated Software Toolsets to facilitate the testing process.
D. Staged Acceptance

Contractor acknowledges and agrees that each Deliverable will be tested by NYSDOL in stages as the Deliverable is developed.

E. Test Completion Criteria

Contractor shall use well-defined and objective entry and exit criteria for all test iterations at all test levels of the system implementation. These criteria will be developed with NYSDOL approval as part of test planning.

F. Test Case Pass/Fail Criteria

Contractor shall ensure that all test scenarios, test cases, and test procedures being tailored, developed, or employed by contractor for testing and certification of the system include well-defined expected results and interim assertion checks.

G. Suspension and Resumption Criteria

Contractor shall use a series of well-defined and traceable “suspension criterions” to govern intermediate assessment of the readiness of the system software components to successfully undergo test execution in a given iteration of the planned test level. In the event a software component fails testing, as determined by NYSDOL, contractor shall return such software component for correction. Contractor shall fix, re-develop, or remediate the software component and shall re-test at a lower test level prior to re-release of the software component to NYSDOL. Contractor shall ensure software components pass all test criteria, including previously-failed and regression tests, before being re-released to NYSDOL.

H. Entry and Exit Tollgates

Contractor shall conduct a series of Acceptance and release tests (entry and exit tollgates) per release package as a whole, and also for each included software component at each test level, prior to the release to NYSDOL for testing. Contractor shall ensure such tests are planned so that all unstable software components or software components not meeting system specifications are returned for correction by contractor. NYSDOL shall have final approval of the Entry and Exit tollgates.

I. Test Metrics and Reporting

Contractor shall use the specific categories of test metrics as described herein to derive quantitative statements regarding the quality of the completed software deliverables. The parties agree that such categories of test metrics may be modified in the test plan. Contractor shall develop the test metrics for specialized testing types including load, security, and platform compatibility. NYSDOL shall have final approval of all test metrics. Contractor shall ensure that test results are supplemented by an updated Requirements Traceability Matrix that captures downstream traceability of requirements to test cases developed/deployed for each test level and their final execution status at the test level. Contractor shall use the metrics against the results of all testing phases and will report the following to NYSDOL: (i) description of known outstanding issues at the end of testing phases; (ii) plan for resolution; and (iii) impact assessment on Project schedule. At a minimum, contractor shall use the following test metrics categories:
### Table 3 – Test Metric Categories

<table>
<thead>
<tr>
<th>Metric Category</th>
<th>Metrics</th>
</tr>
</thead>
</table>
| **Test Case**   | 1. Planned Test Cases ahead of Test Iteration  
                  2. Number of Specified Test Cases  
                  3. Number of Specified Test Cases with Priority Classification  
                  4. Unplanned Test Cases included during Test Iteration  
                  5. Number of New Test Cases  
                  6. Number of Changed Test Cases  
                  7. Number of Deleted Test Cases |
| **Test-object** | 1. Function or Requirement based metrics  
                  2. Number of tested functions/Total number of functions  
                  3. Number of executed test cases/number of specified test cases per function  
                  4. % of requirements covered by test cases  
                  5. % of all use case scenarios executed  
                  6. Number of performance requirements covered by test  
                  7. Number of platforms covered by test  
                  8. Requirement Traceability Matrix  
                  9. Interface Integration based metrics  
                  10. % of interfaces tested  
                  11. % of interface usage tested  
                  12. Instruction coverage based metrics  
                  13. % of instructions that have been executed |
| **Defect**      | 1. Defect Detection based metrics  
                  2. Absolute number of detected defects  
                  3. Absolute number of detected defects per test object  
                  4. Overall detected defect count by severity classification  
                  5. Overall detected defect count per test object by severity classification  
                  6. Detect Detection rate based metrics  
                  7. Absolute number of detected defects across test cycle duration windows  
                  8. Defect Correction rate based metrics  
                  9. Absolute number of corrected defects successfully verified across test cycle duration window  
                  10. Absolute number of detected defects/Absolute number of corrected defects successfully verified, across test cycle duration windows  
                  11. Absolute number of defect fix failures |

**J. Automated Test Result Tracking**

Contractor shall use automation test strategies, tools, and artifacts that augment or reduce the need of manual or human involvement or interaction in repetitive or redundant test case repository management, test execution tasks, and test results tracking for system testing and certification efforts. Contractor shall utilize automated toolsets to facilitate manual test case
tracking, defect tracking, and Requirement Traceability Matrix (RTM) maintenance for all test iterations across all test levels during Project execution. Contractor shall utilize automated test execution reports within the tool or through test summary reports developed by contractor in a NYSDOL-agreed format and archived in NYSDOL’s Project repository.

K. Root Cause Analysis

For repeated or critical testing defects found in User Acceptance Testing, at NYSDOL’s discretion, the Contractor can be requested to perform a root cause analysis (RCA) with the cost to be absorbed within the established fixed cost deliverables. The RCA will help analyze the defects, identify its cause (e.g. development error, requirements or design miss, etc.). The RCA can help prevent defects in the later releases or phases. Also, based on the RCA results, the test scripts can be enhanced to ensure that the defect or similar kinds of defects are not repeated. This RCA will be a less formal process than the RCA required for the Production environment.

L. Other Quality Assurance/Testing Requirements

Contractor shall fulfill the following quality assurance and testing requirements in its performance under this SOW:

1) NYSDOL Approval

Contractor acknowledges and agrees that any non-compliance to standards and ineffectiveness of implemented controls, which leads to delivery of substandard-quality Work Product or Work, may cause rejection of the Deliverable or Service in its entirety by NYSDOL. NYSDOL, in its sole discretion, shall determine whether the tests, test scenarios, test cases, and test procedures are considered successful, valid, and final.

2) Access

Notwithstanding the other provisions of the SOW or Agreement, contractor agrees to provide NYSDOL and NYSDOL-approved subcontractors full access to the Solution, its code, documentation, and specifications (including but not limited to processes, procedures, standards, test plans, test scenarios, internal quality assurance metrics, etc.), to conduct testing, verification, validation, and Acceptance activities.

2.15 Deployment

The contractor shall ensure the operation of a controlled, stable version of the Solution software to be used during deployment in the Implementation Phases. The contractor shall update the conceptual, logical, and physical data models and the database design, pursuant to the Design Specifications approved by NYSDOL. The contractor shall update all documentation to reflect changes made during the Integration Test Phase and approved by NYSDOL.

The contractor shall perform capacity evaluation and provide written evaluation reports and recommendations to NYSDOL, as necessary. Contractor evaluations shall affirm and validate that the production environment shall support the Project in a full production capacity and meet performance standards.

The contractor shall certify in writing to NYSDOL that the Integration Test of the Project is complete to the satisfaction of NYSDOL, the system has passed all performance criteria and capacity simulations, and that the system is ready to be deployed to the production environment.
The contractor shall submit the deliverables required for the Integration Test Phase, as defined in this contract, to NYSDOL for review and approval at the end of the phase. In addition to the minimum project tasks and deliverables defined for the contractor by NYSDOL, the contractor shall be responsible for performing project tasks and completing additional project deliverables for the Integration Test Phase, as defined by the contractor in the Master Project Work Plan and those determined necessary by NYSDOL during the performance of the Project. Upon NYSDOL approval of all Integration Test Phase deliverables, the contractor will be issued a Certification of Phase Completion to submit along with their invoice.

2.15.1 Code Deployment

Upon approval of the Integration Test Certification Report by NYSDOL, the contractor shall prepare the system for use in the production environment. The contractor shall implement the Project based on the approved Implementation Plan, and shall provide for rigorous review and documentation of system implementation results.

The contractor shall conduct an audit of data and images before and after conversion, to ensure proper counts are updated, and to verify the accuracy of the data conversion process. NYSDOL shall also conduct an audit of data and image conversion results. Approval of these results by NYSDOL is required. The contractor shall convert legacy data to the Project database(s) in accordance with the NYSDOL approved Data Conversion Plan. The contractor shall monitor the progress and quality of the conversion process and ensure data integrity and validity of the converted data.

The Contractor must conduct continuous rejection analyses in collaboration with NYSDOL as part of data conversion. Rejects should be non-existent to minimal for all data stores across all UI functions for deployment before going live with any part of the Solution. The Contractor shall determine why each specific record is rejected and provide fixes. NYSDOL, based on a Contractor recommended workaround, may, by its sole authority, implement the workaround.

The Contractor must also conduct data migration validation analyses in collaboration with NYSDOL as part of data conversion. Validation analyses shall encompass record level to large blocks of records dollar, count, and other field comparisons between source (legacy) to the target Project database(s). Validation comparison differences should be non-existent to minimal for all data stores across all UI functions for deployment before going live with any part of the Solution. The Contractor shall determine, at the record level, all mismatches and provide fixes. NYSDOL, based on a Contractor recommended workaround, may, by its sole authority, implement the workaround.

The contractor shall evaluate performance of deployment benchmark tests and report the results to NYSDOL. The contractor shall provide correction of any discrepancies identified during deployment within the time agreed upon between NYSDOL and the contractor. All corrections shall be reported to NYSDOL for consideration of the impact on the system and its functionality.

The contractor shall perform code clone detection tests and report the results to NYSDOL. The contractor shall provide correction if the duplicate code percentage exceeds 20% for the Solution. All duplicate code mitigation activities shall also be reported to NYSDOL for consideration of the impact on the system.

2.15.2 Code Promotion (UAT—Pre-Production/Staging Environment)

The contractor shall perform all functional, system, and user acceptance testing of the Solution, in accordance with the Functional, System, and Test Plans, not referenced in C below. The contractor shall
test all functionality, reports, forms, correspondence, notices, and interfaces, including integration of
NYSDOL claim/call centers with the IVR functionality. NYSDOL will perform user acceptance testing for
each system release. This functional level user acceptance test will demonstrate that all of the
requirements are met for each component, per functional grouping, traceable from test cases and
scenarios back through code, design, and requirements. User acceptance testing by functional grouping
during the Development Phase does not constitute acceptance of each iterative release as defined in the
Integration Test Phase. During and subsequent to programming, the contractor shall conduct a thorough
test of all program subsystems. This will ensure the system is ready and available for Integration Testing
and that the contractor is confident the system is fully functional and that it will perform as expected. At a
minimum, the contractor shall perform:

A. Functional Testing

The contractor shall perform a functional test of all software developed or provided for use as part
of the Project. Documentation of the inputs, outputs, problems identified, and corrections made
shall be required, in the form of a functional test results document and in accordance with the
State-approved methodology for functional testing. Functional testing shall be performed by the
contractor on each module/program of the Project. Individual sets of test data and test plans shall
be created by the contractor to completely test internal conditions of the module/program.
Successful functional testing occurs when the module’s test plan is completed without failure.

B. System Testing

The contractor shall fully test all software to ensure that it meets the Project requirements and to
demonstrate the functionality and performance characteristics before the start of user acceptance
testing. The system tests shall actively use all of the functions, test all interfaces, process all
types of input, and produce all reports, forms, correspondence, and notices for NYSDOL. The
contractor shall include specific types of cases and transactions in the test, as specified by
NYSDOL. The contractor shall be responsible for all aspects of the system testing. In preparation
for system testing, at a minimum, the contractor shall:

1) Create the appropriate test environments;
2) Install the release in the test environment;
3) Install and configure any automated testing tools/packages; and
4) Ensure that sufficient test data is located in the test environment.

C. User Acceptance Testing

User acceptance testing shall be performed by NYSDOL SME’s on each sequence of related or
dependent modules and on converted data from existing legacy systems during the Development
Phase of the Project. Any sequence of modules which will be run concurrently or consecutively
(module called subroutines or additional modules) to produce an output or a result will require
user acceptance testing. Full sets of test data and user acceptance test plans will be produced by
the contractor to completely test all conditions within the sequence. NYSDOL staff shall actively
participate by giving input and feedback before and during testing, however the contractor is
responsible for management of all test activities.

2.15.3 Code Promotion (Pre-Production/Staging—Production Environment)
A. As-delivered Acceptance Testing is a series of tests conducted on a deployed release by NYSDOL after the release has been fully installed and is operational in the production ready environment. As-delivered Acceptance Testing is performed to evaluate the Solution's compliance with functional, nonfunctional, and technical requirements in the production environment.

B. It is distinct from the System-Level User Acceptance Testing (UAT). As-delivered Acceptance Testing takes place after successful completion of System-Level UAT. As-delivered Acceptance Testing is further distinguished from earlier UAT in that it is conducted on the entire Solution in as near a “production ready state” as can be reasonably attained prior to going live.

C. The As-delivered Solution software for purposes of this Acceptance Testing shall be a production-ready version (production ready meaning: containing an acceptable level of defects as determined by NYSDOL).

D. Specific test types that will be executed as part of this activity may include but are not limited to:

1) Connectivity: The ability for NYSDOL staff, other users, and external systems to access the Solution through NYSDOL’s technical infrastructure and through common public facing channels where applicable (e.g. internet, telephone land line, mobile devices).

2) Performance: Various response times such as screen refreshes, transaction saves, and notifications generated as defined by the requirements.

3) Functional: Tests of functional elements of the Solution (i.e. those elements identified in the high level requirements, use cases, and elsewhere in this RFP to accomplish the work of the functional areas) to determine if it meets the specified functional requirements.

4) Nonfunctional: Tests of nonfunctional elements of the Solution (i.e. those elements identified as nonfunctional requirements in the RFP attachments) to determine if it meets the specified nonfunctional requirements.

5) System Wide: Tests of System Wide elements of the Solution (i.e. those elements identified as System Wide requirements in the RFP attachments) to determine if it meets the specified System Wide requirements.

E. The contractor shall meet the following requirements in support of As-delivered Acceptance Testing:

1) Data and image conversion shall be completed and the Solution shall contain fully converted data.

2) The Solution software shall be installed and fully operational at the physical locations, on the hardware, and with the infrastructure that the contractor intends to use as the production site.

3) The contractor shall train NYSDOL’s staff in the use of the Solution to such a level that the staff can conduct this As-delivered Acceptance Testing.

4) The contractor shall provide a formal As-delivered Acceptance Test Plan. This plan shall include test scripts to include connectivity with other NYSDOL specific systems and national programs such as the Interstate Connection Network (ICON). The As-delivered Acceptance Test Plan shall ensure that test data is not sent to external interfacing systems. This plan shall be approved by the NYSDOL Project Director prior to the start of As-delivered Acceptance Testing.
5) The contractor shall participate in related test meetings, assist in analyzing and documenting test results, and resolve defects.

F. As-delivered Acceptance Testing shall begin on a date mutually agreed on by the contractor and the NYSDOL Project Director/Contract Monitor and shall not be time limited.

G. The code should be promoted into a staging environment that closely resembles the production environment. User Acceptance Testing will be conducted in this environment.

H. Upon completion of As-delivered Acceptance Testing with respect to each release, the NYSDOL Project Director shall provide formal written notice to the contractor detailing the results of the test. Based on those results the NYSDOL Project Director will determine whether “Go Live” (referenced as Go Live or GoLive) may proceed for the release or if it is to be suspended/rescheduled. Such determination is at the sole discretion of the NYSDOL Project Director.

2.15.4 Deployment Artifacts

At the conclusion of a Solution deployment into the production environment, the contractor shall prepare and deliver to NYSDOL a Deployment Operations Report to certify that the Solution is ready for use by NYSDOL. This report shall detail all activities that were performed during deployment and shall address the following:

A. All functional aspects of the Solution;
B. Impact on workflow and staff productivity;
C. Operability and stability of software;
D. Application security;
E. Accuracy and completeness of conversion of legacy data and images;
F. Impact of missing and erroneous data;
G. Completeness and accuracy of system documentation;
H. Accuracy and effectiveness of training methods and materials;
I. Response time and overall system performance;
J. Solution hardware, software, and telecommunications performance;
K. Accuracy/performance of system interfaces and EAI (Enterprise Application Integration) processes; and
L. All quality attributes.

After the NYSDOL Project Director has determined that “Go Live” can proceed, the contractor must:

A. Present a detailed start-up plan, which includes the smooth transition of Help Desk services from solely State staff to the model outlined in Section 2.24.4.
B. Establish and finalize operational procedures and guidelines, in working closely with NYSDOL. Examples of items to be addressed include establishing call priority levels, call categories,
appropria te points of contact for calls outside of contractor’s responsibility, and establish caller list and escalation procedures.

C. Develop a consolidated business calendar that provides a window of events during a calendar year that would generate more than normal call volumes.

D. Process for the contractor to be notified through the Change Management process in regards to infrastructure updates/changes, introduction of new software or tools that may impact the Solution or the users.

E. Develop and gain approval on reporting formats to meet the SLA requirements.

F. Review, refine, and finalize the start-up plan.

G. Train and acquaint the contractor support staff with the tools and systems; and transition from the current service and operational model to the new Go Live System and services. This must include both knowledge transfer and reverse knowledge transfer.

H. Request and validate required system access and authorization to perform the contractor proposed services.

I. Validate and finalize baseline for call volumes.

J. Document technical environments supported.

K. Provide tested and approved deployment and back-out scripts.

2.16 Project Management


Throughout the project, the contractor shall produce various Project Management Processes and Product Phase 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 of both parties. The minimum deliverables and responsibilities are defined in this RFP.

The UI Solution project shall include the following Phases:

A. Analysis Phase
B. Design Phase
C. Development Phase
D. Integration Test Phase
E. Implementation Phase
F. Post-Implementation Phase
G. Maintenance and Support Phase

NYSDOL and contractor team members will determine the appropriate activities to be performed as the Project progresses, allowing work to be performed in multiple phases, such as execution of one process.
prior to completion of another. This is the typical method for implementation of systems built using a modular approach. Included in this RFP are Business Process Definitions (see RFP attachments) that define each of the functional and nonfunctional requirements for the system. They describe complete business processes and interactions with other business processes. Detailed requirements will then be defined through facilitation by the contractor with NYSDOL to arrive at best practice solutions that provide added value to the State rather than repeating old processes that are out of date or cumbersome to the system and the business.

The contractor will deliver functionality that addresses each business process in a manner that can be reviewed and tested comprehensively by NYSDOL. NYSDOL review and approval is required for acceptance of these work products.

Throughout all phases of the project, the contractor must (at the discretion of the NYSDOL Project Director) 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 shall review all deliverables to determine fitness for use. If NYSDOL finds deficiencies in any deliverable, the contractor shall correct all such deficiencies and resubmit corrected deliverables for review (which begins a new review cycle). All deliverables shall be approved by NYSDOL prior to being considered final. Payment is contingent upon NYSDOL’s approval of all milestone deliverables.

**Project Management Approach.** The contractor will designate a Project Manager to work closely with the NYSDOL Project Manager. These Project Managers 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 contractor Project Manager must be able to report the current status of the project in sufficient detail to project stakeholders, the NYSDOL project team, and contractor teams to avoid unnecessary confusion and delay. The contractor Project Manager will schedule all contractor resource assignments and coordinate with the NYSDOL Project Manager to schedule State staff assignments.

**Status meetings.** The contractor, at a minimum, will meet bi-weekly with NYSDOL to review the project status and prepare a report on any remedial action required. Additionally, contractor will meet quarterly with NYSDOL Management 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.

### 2.17 Environments

**Environments Work Plan.** The Environments Work Plan will include any parameters specific to all hardware, infrastructure, connectivity, communications, operating systems, and related services for the system.

The contractor shall specify and provide the following environments:

A. Design and Development Environment
B. Functional and Integration Testing Environment
C. User Acceptance Test Environment
D. Training Environment
E. Production Environment
F. Production Readiness Environment
G. Disaster Recovery Environment
H. Environment that contains the UI system to be leveraged for the Solution; and
I. Any additional environments, as needed

These environments will be accessible to NYSDOL throughout the contract term, or as amended. After implementation of the system, the contractor shall support the system as per the terms of the Operations and Maintenance agreement. The contractor shall determine the proper physical hardware architecture requirements that satisfy the Solution software design and overall system needs. System response time and availability are specified in Section 2.26.

2.18 Data Conversion

NYSDOL will require data conversion from its existing systems/applications to the Solution. Contractor shall complete data conversion as part of system implementation. Where 'data' is referenced, this must include the associated images. The plan must be in compliance with the following table:

Table 4 - RACI Matrix

<table>
<thead>
<tr>
<th>Task:</th>
<th>NY State</th>
<th>Contractor</th>
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<tbody>
<tr>
<td><strong>Administrative</strong></td>
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<tr>
<td>1. Lead the data conversion effort</td>
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<td>R, A</td>
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<td>2. Data conversion planning and methodology</td>
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<td>R, A</td>
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<td><strong>Data Initial Staging</strong></td>
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<td>3. Prepare Staging area to receive Legacy Data (create data store)</td>
<td>R, A</td>
<td>C</td>
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<tr>
<td>4. Extract legacy data from existing systems/applications into staging area</td>
<td>R, A</td>
<td>C</td>
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<tr>
<td><strong>Data Quality</strong></td>
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<td>5. Profile data to understand data quality and cleansing needs</td>
<td>R</td>
<td>R, A</td>
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<tr>
<td>6. Cleanse data to the extent of any known issues prior to data conversion</td>
<td>C, R</td>
<td>R, A</td>
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<td>7. Provide Data Quality Reports of cleansing activity</td>
<td>C</td>
<td>R, A</td>
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9. Prepare for contractor transformation of data where applicable  

Data Transformation  
10. Including but not limited to: develop data transformation rules, provide data mapping to the new system, develop code to transform the data  

Data Load Publish  
11. Including but not limited to: publish the data to the new data store, provide publishing metrics detailing how long a full publish will take  

Validate  
12. Develop a data conversion validation system testing plan including test scripts  
13. Perform conversion validation testing of the data converted  
14. Provide reports for validation and comparison to contractor’s uploaded data  

Acceptance  
15. Develop a data conversion acceptance testing plan including test Scripts  
16. Perform acceptance testing of the data conversion  

Maintenance  
17. Ongoing migration if data synchronization between old and new is required  

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2.18.1 State Level Data Conversion  
The contractor must plan for, design, and implement NYSDOL’s operational data conversion, data cleansing and migration from the legacy system’s data sources and related UI initiatives, to the new system’s database.

2.18.2 Data Conversion Plan  
Contractor shall perform data conversion from existing systems/applications to the Solution as a part of the implementation for NYSDOL. Contractor should not assume NYSDOL has the proper toolsets to perform this migration. Contractor’s responsibilities shall include functions and processes necessary to ensure the successful conversion of NYSDOL data to the Solution, including the following functions and as detailed in Attachment G – Data Migration Architectural Considerations. See below for high level overview of Attachment G.

Where ‘data’ is referenced, this must include the associated images.

A. Lead the data conversion effort prior to the data conversion.
B. Plan the data conversion into the iterative development methodology.
C. Provide data mapping from Solution perspective.
D. Develop data transformation rules.
E. Develop methodology for handling problem records.
F. Provide Tools required for the data conversion, data cleansing, and migration.
G. Cleanse data to the extent of any known issues prior to the data conversion.
H. Prepare transformation of data where applicable.
I. Complete transformation of data.
J. Create reusable data upload scripts.
K. Upload data to the Solution.
L. Validate uploaded data.
M. Provide reports to the NYSDOL PMO for validation and comparison to the State downloaded data.
N. Develop a data conversion acceptance testing plan including test scripts.
O. Develop a data conversion validation system testing plan including test scripts.
P. Perform conversion validation testing of the data conversion.

NYSDOL shall be responsible for performing the following tasks related to its data conversion:
A. Provide data mapping services from the legacy perspective.
B. Extract legacy data from existing systems/applications.
C. Provide reports for validation and comparison to contractor’s uploaded data.
D. Testing the conversion prior to production execution.
E. Testing the application using the converted data.
F. A back-out plan to rollback any changes.
G. Perform acceptance testing of the data conversion.

The contractor must execute its plan for NYSDOL’s operational data conversion, data cleansing, and migration from the legacy system to the contractor’s proposed system.

The contractor must provide the ability to conduct the data conversion and migrate data from the legacy system to the new Solution’s database. The contractor’s data conversion and migration must address, at a minimum, the following:
A. Conversion and migration methodology.
B. Production of a data map.
C. Estimated duration of the conversion and migration.
D. Expected legacy system operational impacts resulting from the proposed approach.
E. Tools required for the data conversion, data cleansing, and migration.
F. Tools required for the image conversion, image clean up, and migration.
G. Methodology for handling problem records.
H. Methodology for achieving synchronization between legacy data and the converted database.
I. Communication with NYSDOL Technology staff throughout the conversion and migration process.
J. Testing the conversion prior to production execution.
K. Testing the application using the converted data.
L. A back-out plan if the conversion and migration to the target operational database should fail.

2.19 Configuration Management

A. The contractor must describe and utilize a Configuration Management process and procedures for technical and administrative oversight.
B. The Configuration Management process must include identification of all artifacts, such as software units, computer files, documents, and other software products, to be controlled during development.
C. The bidder must propose a tool for Configuration Management.
D. The contractor shall implement a Configuration Management process which addresses processes and sub processes and artifacts in a manner compliant with IEEE 828-2012 (https://standards.ieee.org/findstds/standard/828-2012.html), and which will allow entry tracking and reporting on the process.

2.20 Approved Change Control

2.20.1 Change Control Process

The contractor shall conform to NYSDOL’s Change Control Process during the contract period. Changes to scope, schedule, costs, and individual requirements shall be managed with a robust Change Control Process, established jointly by the PMO and the contractor. The Change Control Process will include all necessary activities to control scope and, once baselined, requirements for recording the needed approvals. The process shall include:

A. Establishing a Change Control Board (CCB).
B. Establishing a process to document, assess, estimate, and the disposition with requested changes.
C. Establishing a process for tying in the requirements elaboration process as appropriate to the change request process.
D. Establishing a process for incorporating changes into the planned development and delivery cycle.
E. The contractor shall be responsible for furnishing, configuring, and managing a tool to document change requests and associated data.
F. The PMO shall be responsible for scheduling meetings and managing the process of change requests, including initial categorization of change requests.

G. The contractor shall provide, as part of its fixed price, impact analysis of change requests.

H. Contract Change Orders will be issued when NYSDOL agrees changes to the contract have occurred, including periodic Change Orders to incorporate all requirements changes into the contract.

I. Work Orders will be issued to document and authorize enhancements to the Solution. The Work Order will often, but not always, be accompanied by a Change Order. Processing of the requirements of a Work Order shall be subject to the change control process.

2.20.2 Change Orders

The contractor shall submit monthly invoices for Change Order costs, in form and substance acceptable to NYSDOL with all of the necessary supporting documentation, prior to any payment. Such invoices shall be submitted for completed units of service for the amount stipulated.

Units of service for resource hours will be charged against the annual hours allowed under the terms detailed in the Attachment N - Financial Response Form. An estimated total of 10,000 hours will be budgeted for Change Orders. 10,000 hours are projected only; actual utilization of those hours will vary.

The contractor shall be compensated for changes requested and performed without a formal contract amendment based upon the payment rates detailed in the Financial Response Form. However, Change Orders valued over $50,000 require Office of State Comptroller approval before work shall be performed. If, at any point during the contract period, NYSDOL determines that the cost of necessary “Change Order” work would exceed said budgeted amount, NYSDOL may pursue an amendment to the contract to address the need.

2.21 Software Development Methodology

The contractor will utilize uniform processes for software development, which provides common industry-standard terminology, defines the documentation to be prepared, and establishes clear expectations for both contractor and NYSDOL staff. These standards shall identify documents, templates, and reports to be generated at each level of the project including requirements gathering, requirements validation, system configuration, integration of third-party tools, all levels of system and integration testing, and the certification criteria and approvals required by NYSDOL.

Standards shall also be utilized for future maintenance of the system to ensure the system maintains flexibility to respond timely to system changes.

2.22 Performance Period for Acceptance (PPA)

A. The PPA shall begin after each release is successfully Live as determined by NYSDOL.

B. PPA shall end 90 continuous days after each Release is Live and operational without critical defect. This period will restart upon any new release to fix any critical defect into the production
environment. All software defects discovered during PPA shall be repaired at no additional cost to NYSDOL.

C. The NYSDOL Project Director shall issue a formal notice of completion or failure of the PPA to the contractor in writing. In the event of a critical defect during PPA, the PPA will continue for 90 additional days after the defect has been fixed.

D. During the PPA and throughout Operations and Maintenance, the contractor shall be accountable to the Service Level Agreement (SLA) measures (see Section 2.26) and shall also be responsible for tracking Security Incidents as described in the Security Plan.

2.23 Warranty

Once the system is fully deployed (all of the UI Benefit Payments, Employer Contributions, and Appeal Case Management requirements met to NYSDOL’s satisfaction and system is operating within NYSDOL’s SLA) and accepted by NYSDOL, the system must deliver continuous performance and functionality, and maintain technical currency. The contractor shall, therefore, deliver a maintenance program that commences with the one-year warranty period and continues seamlessly through the optional maintenance periods to facilitate, at NYSDOL’s discretion, election of one or more one-year option periods.

If contractor chooses to perform a phased deployment operating within NYSDOL’s SLA, then contractor shall warranty and maintain each partial deployment until the system is fully deployed. The partial deployment warranty and maintenance program will cease when the system is fully deployed. A new one-year warranty period and maintenance program will then commence for the entire system when full deployment occurs.

Reference is made to Section 2.26 of this RFP for a non-exclusive listing of defects, errors, or deficiencies that shall be corrected by the contractor or any subcontractor after notification by NYSDOL to the contractor. Noticed defects, errors, or deficiencies shall be corrected by the contractor within the time frames delineated in Section 2.26 or such longer period of time as may be agreed upon beyond the terms of the Service Level Agreement (SLA) measures (see Section 2.26).

For work that is not completed within the time(s) specified, the contractor shall be liable for liquidated damages pursuant to Section 5.2.20 of this RFP in the amount(s) provided for in Section 2.26 and in the form of prospective SLA credits identified in Section 2.26 Table 6 – SLA Service Requirements, provided, however, that due account shall be taken of any adjustment of specified completion time(s) for completion of work as granted by approved contract Change Orders. The parties agree that any assessment of liquidated damages shall be construed and treated by the parties not as imposing a penalty upon the contractor, but as liquidated damages to compensate NYSDOL for the contractor’s failure to timely complete contract work. Such liquidated damages are not NYSDOL’s sole and exclusive remedy.

Limitation of Warranties

Contractor warrants to NYSDOL that the services rendered hereunder will be performed by qualified personnel. Contractor makes no representations or warranties as to any third-party equipment or third-party software provided to New York, all of which is transferred to New York State on an “as is” basis, and as may be subject to third party terms and conditions. With respect to such third-party equipment and third-party software that is warranted by a third-party, contractor shall use commercially reasonable efforts
to transfer any such warranties and intellectual property rights to the State. The State shall look solely to
the warranties and remedies provided by the third-party equipment manufacturer and/or third-party
software licensor, if any, for any claims arising from the use of said third-party equipment and third-party
software. Except as otherwise stated herein, contractor makes no other warranties and expressly
disclaims all other warranties, whether written, oral, or implied, including without limitation any warranty of
merchantability or fitness for a particular purpose.

2.24 Operations and Maintenance (O&M)

2.24.1 Scope and Duration

A. Beginning completion of each release and following the PPA, the contractor shall provide all
necessary Operations and Maintenance (O&M) Services to operate, maintain, and support the
Solution, including managing all Environments, to keep it in compliance with the requirements and
the SLAs.

B. NYSDOL shall be financially responsible for software licenses and associated maintenance
agreements for the Solution components in all environments, commencing with the end of
Warranty. The bidder shall, as part of its proposal, define the estimated cost of ongoing
licenses and maintenance costs for any Solution components, including an approximate
number and cost of licenses, and the maintenance costs, as directed in Attachment N -
Financial Response Form.

C. For any tools not directly related with Solution operation, (including the requirements
traceability and change management tools, configuration tools, incident tracking system
beyond the State’s enterprise wide ServiceNow system, testing tools, and defect management
tools) the contractor shall be responsible for maintaining software licenses and associated
maintenance agreements as part of the fixed price O&M Services. All work products
developed that reside within these tools are property of NYSDOL. The bidder shall, as part of
its proposal, identify and define the estimated cost of ongoing licenses and maintenance costs
for these support tools as directed in Attachment N - Financial Response Form.

D. From Go Live to the end of the Warranty Period, all O&M Services shall be covered by the
fixed-price design, development, and integration (DDI) portion of the contract, as set forth in
Attachment N - Financial Response Form.

E. After the Warranty Period ends and during each exercised Option Year, O&M Services shall be
priced as a combination of fixed annual maintenance support pricing, time and materials scope-
based pricing, as set forth in Attachment N - Financial Response Form.

F. O&M Services provided shall include:

1) Providing any other inherent and necessary O&M services that would be required for a
complete and comprehensive O&M coverage in a production environment.

2) Provisioning the production environment with adequate capacity and performance
required to properly support the system and meet the SLAs, to NYSDOL’s
satisfaction.

3) Managing on behalf of NYSDOL, all third party licenses and maintenance agreements for
hardware and software used in the operation of the Solution.
4) Efficiently maintaining and operating system interfaces to NYSDOL’s satisfaction.

5) Providing technical and user support of NYSDOL users and for reporting, tracking, and resolution of Solution problems.

6) Providing Help Desk Level 2, 3, and 4 services, which include reporting, tracking, and resolution of ServiceNow tickets.

7) Identifying and prioritizing problems.

8) Resolving any outstanding Solution problems and defects; and includes their tracking, reporting, and resolution.

9) Maintaining the Solution support database:
   a. Deploying Regulatory Updates, Upgrades, and Enhancements: including updated versions of firmware for the environments, updated Third Party Software such as operating systems, database software, and applications used in the operation of the Solution. State and Federal Regulatory changes are handled through the change control process.
   b. Updating Solution parameters and tables as needed to keep the Solution current.
   c. Developing a roadmap of planned releases (i.e. Release Plan). Problem fixes, enhancements, and other upgrades shall be grouped into scheduled, regular releases of the Solution. These releases will undergo unit, system, quality assurance, and user acceptance testing consistent with the methodology described in Sections 2.13 & 2.14 and invoiced as appropriate.
   d. Identifying and correcting erroneous data through standard system procedures.
   e. Managing all warranty, maintenance, and support interactions with third party contractors of hardware and software used in any of the environments.
   f. Developing and modifying reports with available tools. These must be invoiced as appropriate.
   g. Continuously improving operating procedures as needed to streamline operation of the system.
   h. Updating training materials and identifying additional training to assure that NYSDOL users and designated stakeholders utilize the system proficiently.
   i. Perform disaster recovery as described in the Disaster Recovery Plan.
   j. Prior to the implementation of any updates, upgrades, or enhancements to the Solution, contractor shall provide NYSDOL, at no additional charge, with all documentation and specifications for the Solution and such updates, upgrades, or enhancements.

2.24.2 Security
   A. Contractor shall continue to comply with all security requirements in Section 2.3 of this RFP.

2.24.3 Data Center Services
   A. Contractor shall continue to provide services related to any bidder proposed hardware or
software.

B. The State reserves the right under the contract to cease Data Center support services from the contract at any time during the Option Years and to either perform the work directly or contract with another contractor. In the event the State exercises that right, the contractor will no longer be responsible for the performance related to the Data Center, and will no longer be compensated for the Data Center Services during the Option Years. The contractor shall cooperate with the replacement State or contractor staff to continue to meet the SLAs.

2.24.4 Help Desk and Problem Resolution

NYSDOL considers the Help Desk a critical element of the UI customer engagement and strives to fix problems the users, customers, and partners have related to our UI services. Aggressively helping the users and customers fix problems can significantly boost claimant, employer, internal user, and external partner satisfaction.

Some organizations perform customer support with a single tier, where a single point of contact handles queries and solves the issue. However, New York State has realized the need to go beyond a single tier model, and now have a more granular, multi-tiered blueprint. The multi-tier approach allows staff with emerging skills to handle the simple queries while saving experts to solve the hard bugs. Tiering helps us allocate support resources better, preserve the precious assets of UI experts, and maximizes our existing IT resources to provide a high-quality experience for our customers, while also expanding career opportunities for internal staff.

In late 2016, the State implemented a Level 1 service that provides a consistent and high-quality Help Desk experience for end users and citizens. This contemporary Help Desk operation can be reached through a toll-free phone number, email, internet-based online self-service tools, web-based chat, and social networks to perform user support. This service operates 24x7x365. The multi-year IT Help Desk transformation will fundamentally improve the way the State serves our citizens.

The Solution primarily serves three broad groups. Individuals from each group can contact the Help Desk:

A. Users

NYSDOL staff from primary operational areas that perform transactions on the system or retrieve information on behalf of customers. Remote support will be enabled to all internal end user devices using standard tools like VDI, System Center Configuration Manager (SCCM), and Remote Desktop Protocol (RDP).

B. Customers

Employers or benefit recipients doing business with NYSDOL using self-service applications, or receiving services; and employers or benefit recipients of the appeal process.

C. Partners

Other NY agencies, federal agencies, or other external entities with which the UI Division exchanges information.
The multiple levels are described below and cogent with how Help Desk professionals consider the differences between levels and what each may do:

A. Level 1

This is the first and basic level of customer support. The Help Desk representative is a generalist with a broad and superficial understanding of the system, but might not understand the inner workings of the system or UI law particulars. Typically, this person would identify the caller, understand the problem, and know basic tips on solving the problem.

The State shall provide Level 1 services. Level 1 is the initial point of contact for end users and citizens, and will escalate issues that are not first contact resolvable. Level 1 services are available 24x7x365 days per year. This will be a single point of contact for all incidents, regardless which intake method is exercised.

Typical Level 1 solutions can be found within a FAQ or knowledge base that is used in a majority of user calls. Level 1 runs round the clock. Level 1 will filter the calls and provide basic support and troubleshooting, NY.GOV.ID password resets, printer configurations, break/fix instructions, and when needed route/escalate the ticket to a higher support level. The ticket can also be escalated to IT application support or a call for outside vendor maintenance (Level 4), as needed. The Level 1 representative gathers and analyzes information about the caller’s issue and determines the best way to resolve their problem. Level 1 may also provide support for identified Level 2 and Level 3 issues where solutions have already been documented.

When Level 1 is not able to handle the issue, the representative classifies the problem into many types, escalates to the appropriate Level 2 contact, and issues a tracking ticket to the caller.

Level 1 serves as a single point of contact for a number of Help Desk support functions including:

1) phone, email, and chat support
2) the UI system customer service portal
3) ticket openings
4) Level 1 incident resolution or referral to Level 2
5) server and network device monitoring
6) password resets
7) Voice over Internet Protocol (VoIP) support
8) site visits
9) networking support
10) monitor server and network devices
11) mobile device management password/wipes
12) "How to" questions regarding Microsoft Office, Knowledge Base Tips, etc.
13) break/fix support of NYSDOL end user equipment (e.g. printers, desktops, mobile devices)
14) inventory control

In cases where the call is not first contact resolvable, the second and third Level support specialists will address and resolve the Incident.

B. Level 2
This Level support involves technical knowledge and staffed by more experienced technicians who have strong exposure to troubleshooting. The Help Desk representative here is more specialized and will first determine if the issue involves his/her domain based on the data collected by the Level 1 representative. If it is in the domain, then it has to be determined if it is a new issue or an existing issue.

The contractor shall provide Help Desk Level 2 services related to the system.

Level 2 handles escalated issues that Level 1 support is not equipped to handle. Level 2 will sometimes escalate the ticket to Level 3, contingent on the issue. Level 2 shall solve known issues and not simply escalate new issues to Level 3. Level 2 is authorized to research and implement fixes for new issues and only escalate to Level 3, if it is beyond their skill set or ability to solve.

Level 2 will log, diagnose, resolve, and refer issues to appropriate NYSDOL resolver groups when required.

If the issue is an existing one, then the Level 2 representative finds out if there is a solution or a workaround in a UI knowledge database. The solution is then offered to the caller. However, in some cases there might be no solution and it is an open ticket. In that case, the Level 2 representative adds an additional entry to the open ticket list and depending on the number of instances can escalate the item to Level 3, where developers can be requested to look into the item.

If it is a new issue, further analysis is done to see if there is a work around. The caller would then be offered the fix. However, if the fix is not easily possible then it is escalated to Level 3.

The contractor shall provide Level 2 services which includes, but not limited to:

1) problem resolution
2) knowledge management administration
3) incident management analysis
4) new user setup
5) escalation to higher levels
6) survey content development

Certain traditional ‘Level 2’ activities will remain with the State. Examples where the State will retain responsibility:

1) end user training beyond what is specified in the RFP
2) mobile device management setup
3) account provisioning
4) VOIP new user provisioning
5) desktop and printer deployment.

C. Level 3

Level 3 is a specialized job provided by technical application specialists or UI business support staff involved with the system’s development and maintenance. The open ticket at hand can be complex and Level 3 representatives will collect as much data as possible from the prior two levels.
The contractor shall provide Level 3 services related to the Solution.

The contractor shall be responsible for troubleshooting, configuration, database administration, and server repairs related to the Solution. NYSDOL will be responsible for issues and repair for State servers, networks, infrastructure, email, file shares, and other NY infrastructure items.

Besides the ability to deploy solutions to new problems, Level 3 staff usually exhibit the most expertise in the Solution and UI domain. Level 3 is typically the go-to person for solving difficult issues.

An example of an error that Level 3 may address would be a ‘Run Path Error’ or ‘Can't find file specified’ displayed on a webpage. These may be difficult bugs where the caller has experienced and reports an application crash. Fixes generally involve deeper analysis and the contractor might have to push a fix as a scheduled Windows update.

D. Level 4

Level 4 refers to outside organizations that we would escalate issues to, such as hardware and software vendors, vendor software support, printer maintenance, etc. Level 4 support is contracted for specific services, but they are not part of NYSDOL or the contractor's organization. These occur in rare situations. The contractor shall provide assistance when Level 4 is reached, when the issue is found to be related to the Solution, until the outside organization provides a fix.

E. VIP

The contractor must provide a VIP support process. All interactions with users, customers, or partners designated as VIPs in ServiceNow shall be directed to senior incident handlers and reviewed by NYSDOL Help Desk management.

F. Requests for Support

The contractor shall provide “Help Desk” staff as described as part of both Warranty and O&M Services for NYSDOL and the respective users, customers, and partners to resolve requests for support (“Ticket”). The Help Desk shall use the State enterprise wide system for documenting Tickets (the “Tracking System”). New York uses ServiceNow incident management software. The contractor Help Desk staff will use ServiceNow licenses provided by the State.

G. Major Responsibilities

Contractor duties include but are not limited to the following:

1) Professionally and courteously answer Help Desk inquiries.

2) Use ServiceNow for documenting end user Issues; monitoring work queues, and opening, updating, and closing tickets.

3) Accurately document the details of the Issue in the ticket, document the diagnostic steps performed when troubleshooting the Issue, and assist the caller with resolution using existing procedures and documentation.

4) Escalate and monitor Tickets based on Priority Levels and SLAs.

5) Verify resolution and obtain ticket caller acceptance and sign off that confirms the incident is fully resolved.

6) Communicate with end users any Solution scheduled downtime, existing Incidents, or other types of Issues where end users should be notified.
7) Use State provided tools to assist end users.
8) Use ServiceNow Knowledge to support the Solution supported by the Help Desk.
9) Assist staff with technical support of the Solution’s hardware and related technology.
10) Help train Help Desk staff to effectively provide IT support to all end users, as determined by NYSDOL. Establish, implement, and maintain a cross-training program for NYSDOL Help Desk staff.
11) Monitor work plans for progress, provide feedback, mentoring, and corrective action to assigned NYSDOL staff.
12) Review Help Desk staff performance by analyzing open tickets, call management phone logs, and Customer Satisfaction surveys.
13) Generate staffing plan and procedures to handle Help Desk operations.
14) Develop, implement, and maintain procedures for routing and escalating Issues.
15) Identify recurring problems, report trends to NYSDOL management, and recommend strategies and tactics for reducing call volumes such as system fixes, training, policy and procedural adjustments.
16) Develop monthly report metrics for all groups involved in receiving tickets from ServiceNow. Report includes information on percentages of SLA met for response and resolution, number of tickets opened/closed, tickets that did not meet SLAs, and Customer Satisfaction results.
17) Collaborate with NYSDOL to promote and enrich the Knowledge Base and the procedures required to manage the Help Desk.
18) Develop, maintain, and utilize a rich set of FAQs and Knowledge Base for addressing questions at the Help Desk.
19) The contractor must establish training programs to orient new contractor Help Desk staff on Solution and NYSDOL’s mission, vision, and values.
20) All Help Desk training programs must be approved by NYSDOL.
21) Must have the ability to work independently and cooperatively within a team environment.

H. Tracking System

The Tracking System shall include:
1) Prioritization according to the SLA table in Section 2.26;
2) Request details as outlined in Section 2.24.4.I Tickets;
3) Ability to associate related Tickets;
4) Ticket workflow;
5) Ticket tracking queue;
6) Ticket release plan repository;
7) Release plan details;
8) Release plan approval workflow; and
9) Metrics gathering and reporting sufficient to support SLA reports.

I. Tickets

NYSDOL’s users, customers, and partners shall be able to initiate Tickets by contacting the designated representative in the Contact List, by directly accessing the Tracking System (if authorized), or by submitting an e-mail to the Help Desk. For voice messages, the voice message generates an immediate notification to Level 1 staff.

At a minimum, the following information is collected in connection with each Ticket:

1) Incident number, date, and time.
2) Name of caller, other person, or entity initiating the Ticket.
3) Name of person to be contacted with respect to the Ticket (contact person).
4) Telephone number/extension, email, organization/Agency [if applicable], and location of contact person.
5) Functionality of the system affected by the Ticket.
6) Equipment and operating system used to access the system.
7) Short description and general category of the problem.
8) Initial impact and priority level for the Ticket.

Each unique Ticket is assigned a unique tracking number in the Tracking System, and the contractor shall determine the Ticket category as one of: an enhancement request, an error in system or environment operation, a Security Incident (as defined in the security plan), or other categorization as determined jointly between NYSDOL and the contractor.

In addition to Level 1 representatives and authorized NYSDOL staff, the contractor can also create a Ticket when the contractor becomes aware of the problem. The first Ticket created in response to a unique problem will:

1) Remain open until the Problem is fully resolved; and
2) Will be associated with other Tickets from the same root cause.

The Ticket shall include pertinent information collected throughout the life of the problem, including the information referenced under Section 2.24.4.F Requests for Support, as well as the following:

1) Current Priority Level;
2) Ticket Status;
3) Group assigned to Ticket;
4) Open date/time;
5) Close date/time;
6) Last modified date/time;
7) Resolution date/time;
8) Total time spent on problem investigation and resolution by contractor and NYSDOL staff;
9) Root cause information to identify the underlying causes of why incident occurred;
10) Uploaded attachments.

J. Priority Level

1) Each Ticket shall be assigned in ServiceNow a priority level (the “Priority Level”) based on the effect on the system, O&M Services, and affected callers, in accordance with the classification scheme in Section 2.26 Service Level Agreement. The initial Priority Level for each Ticket shall be as specified by the End User initiating the Ticket. If no initial Priority Level is provided, contractor shall assign a Priority Level to a Ticket based on the criteria set forth in Section 2.26.

2) A representative for NYSDOL shall be designated to assign or update a Priority Level.

3) Priority Level may be changed by the designated contact at any time in accordance with the classification scheme, effective upon notice to contractor through communication channels as noted in Section 2.24.4.N Contact Procedures.

4) Emergency and High priority Tickets will require communication with NYSDOL contacts per the contact procedures.

K. Help Desk Resources

Contractor resources for Help Desk levels shall be available from first release Go Live through the end of the contract, and used as a central contact point for Ticket progression, escalation, and resolution.

Contractor Help Desk resources shall be staffed by individuals from Monday to Friday, 7 am to 7 pm, Eastern Standard Time.

The contractor may be requested for dispatch beyond the 7 am to 7 pm time slot. The contractor must provide off-hours contact numbers to be utilized in critical and high priority situations.

Help Desk multiple level implementations where there is shared contractor and NYSDOL responsibility will stimulate an overlap on the support levels. A Level 1 representative may be capable of Level 2 and Level 3 type work. In other instances, Level 2 and Level 3 representatives may take phone calls and direct fixes. Level 2 may work with infrastructure and create new solutions, while Level 3 may handle Level 1 fixes such as password resets.

L. Key Administrative Requirements

The contractor must establish a detailed protocol for identifying concerns related to the delivery of Help Desk services. This protocol should include designated contacts, resolution intervals, and levels of management to be utilized to correct and resolve such matters.

For occasions where voice communications are required, the contractor must provide NYSDOL with phone numbers for use 24x7x365 to access the contractor’s maintenance team for dispatch, clarifications, and status updates. Assigned contractor staff must be available, carry, and have the mobile phones turned on. The cost of the phones will be at contractor’s expense.

The contractor must interact directly with the incident caller to provide documentation, status updates, and resolutions.

M. Contact List

At least thirty (30) days prior to Go Live release, NYSDOL and the contractor (the Parties) shall jointly complete a Contact List to identify and document the designated representatives who shall be contacted regarding support matters. In addition, the Contact List shall identify the
specific points of contact for problem progression, escalation, and resolution. The Contact List shall be maintained and updated by the Parties as necessary.

N. Contact Procedures

Upon becoming aware of each problem, contractor shall follow the contact procedures set by NYSDOL.

O. Request Resolution and Closure Procedure

When contractor believes that the ticket has been resolved, contractor shall notify the applicable NYSDOL personnel in the Contact List. NYSDOL personnel shall verify that any underlying error has been corrected to their reasonable satisfaction (a “Resolution”), and that the ticket’s information such as root cause has been adequately updated as determined by NYSDOL. Upon such independent verification, NYSDOL personnel shall notify contractor that the applicable Ticket may be closed in the Tracking System. Contractor may thereafter close the applicable Ticket in the Tracking System.

P. Escalation Protocol

The contractor must establish a detailed protocol for identifying concerns related to the delivery of Help Desk services. This protocol should include designated contacts, resolution intervals, and levels of management to be utilized to correct and resolve such matters.

The contractor shall maintain and provide an escalation contact list for all of the contractor Service Areas, including Third Parties such as vendors and service providers.

Q. Emergency Support

Contractor must provide emergency support services 24x7 for the duration of a declared emergency. NYDSOL will provide contractor twelve (12) hour advance notification, when possible. However, some disasters and emergencies may require immediate dispatch of contractor Help Desk staff. Shifts are typically 8 am to 8 pm and 8 pm to 8 am during the emergency.

In a declared emergency contractor staff must utilize the ServiceNow system for progress entries, transfers, and ticket closure operations.

R. Service Level Agreement (SLA) Metrics, Key Performance, & Service Improvement Requirements

The contractor shall track, manage, and report service levels against the SLA attainment metrics. The contractor should provide suggestions to NYSDOL on how levels of service can be improved. The contractor must provide help desk reports on a daily, weekly, monthly, and annual basis. The contractor must maintain a continuous improvement program that improves services. The contractor must identify solutions that minimize the need to call the Help Desk (e.g. additional end user training, self-help support opportunities), and document solutions to resolved Incidents and provide feedback for continuous improvement of the knowledge articles.

S. Translation Services

In compliance with Executive Order 26 and State policy to provide language access to public services and programs, the Help Desk shall provide translation services for the top 6 non-English speaker’s languages. Currently the top non-English speaker's languages are Chinese, Haitian Creole, Italian, Korean, Russian, and Spanish, which is subject to change.
T. Support Records

The contractor’s Tracking System shall maintain a record of each reported problem for a period of five (5) years after closure of the ticket. Such record shall include, at minimum, all information regarding such problem as outlined in this Section.

2.24.5 Software Enhancement and Maintenance

The contractor must plan for quarterly Enhancement and Maintenance (E&M) options. Each E&M Period will be exercisable at the sole discretion of NYSDOL.

E&M must include, at a minimum, problem reporting, enhancement requests, change request logging and prioritization, and change request implementation. NYSDOL will determine which problem report, change request, and mandatory enhancements will be provided to the contractor for technical and cost analysis.

The contractor must include support of Help Desk operation, as described in Section 2.24.4, as part of the E&M option.

2.25 Improved Technology

In providing the work to NYSDOL, contractor shall undertake the following to the extent these are within contractor’s control and is commercially reasonable:

A. Determine the least cost/highest benefit methods to implement technological changes.

B. Identify and inform NYSDOL of improved technology for the State’s evaluation, and provide sufficient information to enable NYSDOL to conduct such evaluation.

C. Advise NYSDOL on the latest services, trends, and directions applicable to the UI industry.

D. Meet with NYSDOL executives to inform the State of any improved technology or new information processing technology contractor is developing, or information processing trends and directions of which contractor is otherwise aware, that might reasonably be expected to have an impact on NYSDOL’s business.

E. Inform NYSDOL when software and 3rd party products are older than a major release level N-1, or when releases that involve security are not current.

F. Apprise NYSDOL, a minimum of six months before a product in the Solution is scheduled to sunset, and assist NYSDOL to identify a replacement product of equal or greater functionality and capability, at equal or less cost.

2.26 Service Level Agreement (SLA) for Operations

Time is an essential element of the contract and it is important that the work be vigorously prosecuted until completion. For work that is not completed within the times specified elsewhere in the contract, the contractor shall be liable for liquidated damages pursuant to Section 5.2.20 of this RFP in the amounts provided for in this solicitation, provided, however, that due account shall be taken of any adjustment of
specified completion times for completion of work as granted by approved contract Change Orders. The parties agree that any assessment of liquidated damages shall be construed and treated by the parties not as imposing a penalty upon the contractor, but as liquidated damages to compensate NYSDOL for the contractor's failure to timely complete contract work. Such liquidated damages are not the State's sole and exclusive remedy.

The SLA requirements set forth herein apply to all Production Environments, and shall be in effect starting with production deployment ("Go Live"). The contractor shall be responsible for complying with all Service Level Metrics, and shall also ensure compliance by all subcontractors. The contractor shall provide detailed monthly reports evidencing the attained level for each SLA set forth herein.

NYSDOL reserves the right to mandate the severity level assigned to any given Incident.

The Incident Severity Levels are outlined below:

A. Critical: Emergency Business Impact

   The Incident has caused a complete and immediate work stoppage affecting a core service or critical application. Examples:
   1) Major application problem with Severity 1 function.
   2) Severe disruption during critical periods (e.g. month-end processing).
   3) Network outage.
   4) Security violation (e.g., denial of service, port scanning).

B. High: Major Business Impact

   A business process is affected in such a way that business functions are severely degraded, multiple users are impacted, a key customer is affected, or a critical function is operating at significantly reduced capacity or with significantly reduced functionality. A work-around may be available, but is not easily sustainable. Examples:
   1) Major data/database or application issue.
   2) Security incursion of a noncritical system.
   3) Requests received from VIP users.

C. Moderate: Moderate Business Impact

   A business process is affected in such a way that certain functions are unavailable to end users or customers; or a system and/or service is degraded. A work-around may be available.

D. Low: Minimal Business Impact

   An incident that has little impact on normal business processes. The incident can be handled on a scheduled basis. A work-around is available, or there is minimal negative impact on a user's or customer's ability to perform normal daily work. Example: "How-to" questions, suggestions for improvement.

Table 5 describes the required service priority levels and their associated criteria.
## Table 5 – Service Priorities and Associated Criteria

<table>
<thead>
<tr>
<th>Service Priority</th>
<th>Response Time</th>
<th>Resolution Time</th>
<th>Response Availability</th>
<th>Work Outage</th>
<th>Users Affected</th>
</tr>
</thead>
</table>
| Critical         | Less than 15 minutes | Within 4 hours of first report | 24 hours per day, seven days per week | • Major portions of the system are inaccessible.  
• Systems or users are unable to work, or to perform some portion of their job. | • Users or internal system functionalities are impaired. To include Claimants and Employers. |
|                  |               |                  |                       |                                                                             |                                                                                 |
| High             | Less than 30 minutes | Within 8 hours after first report | 24 hours per day, seven days per week | • Major portions of the system are inaccessible.  
• Systems or users are unable to work, or to perform some portion of their job. | • Affects the majority of users. To include public facing users (i.e. Claimants, Employers and third party representatives).  
• Affects high profile users (i.e. executive management). |
| Moderate         | Within 2 hours | Within 1 day (24 hours) after first report. If the outage is not resolved a resolution plan must be in place. | Mon-Fri, 7AM-7PM (EST) | • Specific non-critical features are not operating as specified.  
• Systems or users are unable to perform a small portion of their job, but are able to complete most tasks. | • Affects a number of users. |
| Low              | Within 2 hours | Within 3 days (72 hours) after first report. If the outage is not resolved a resolution plan must be in place. | Mon-Fri, 7AM-7PM (EST) | • Lower priority features that can be done manually are not operating as specified.  
• Often a request for service with ample lead time. | • Affects a number of users. |

The contractor shall meet the Incident response time and resolution requirements. The contractor shall provide a monthly report to monitor and detail response times and resolution times.

For all configurable items for which the change is owned by the contractor, NYSDOL shall unilaterally determine the turnaround time for each change (i.e. from change initiation through deployment) and the change shall be performed at no cost to NYSDOL.
The contractor shall comply with the Service Level Requirement statements in the following table below:

### Table 6 – SLA Service Requirements

<table>
<thead>
<tr>
<th>No.</th>
<th>Service Requirement</th>
<th>Measurement</th>
<th>Service Level Agreement</th>
<th>SLA Credit</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Incident Response Time – High</td>
<td>Average Response Time for High Priority Incidents</td>
<td>&lt;15 minutes</td>
<td>1%</td>
</tr>
<tr>
<td></td>
<td>Incident Resolution Time - High</td>
<td>Resolution Time for each High Priority Incident</td>
<td>&lt;4 hours</td>
<td>1%</td>
</tr>
<tr>
<td>2</td>
<td>Incident Response Time - Moderate</td>
<td>Average Response Time for Moderate</td>
<td>&lt;2 hours</td>
<td>1%</td>
</tr>
<tr>
<td></td>
<td>Incident Resolution Time - Moderate</td>
<td>Resolution Time for Moderate Priority Incidents</td>
<td>&lt;24 hours</td>
<td>1%</td>
</tr>
<tr>
<td>3</td>
<td>Incident Response Time - Low</td>
<td>Average Response Time for Low Priority Incidents</td>
<td>&lt;2 hours</td>
<td>1%</td>
</tr>
<tr>
<td></td>
<td>Incident Resolution Time - Low</td>
<td>Resolution Time for Low Priority Incidents</td>
<td>&lt;72 hours</td>
<td>1%</td>
</tr>
<tr>
<td>4</td>
<td>Network Availability</td>
<td>Network communication uptime: contractor shall minimize or eliminate unscheduled network downtime to 0.5% or less. The SLA Credits for this measurement are aggregated. Each level of failure is added together for a maximum SLA credit of 4% when service reaches the lowest level allowed.</td>
<td>&lt;99.5%</td>
<td>1%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&lt;98%</td>
<td>2%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&lt;97%</td>
<td>3%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>&lt;96%</td>
<td>4%</td>
</tr>
<tr>
<td>5</td>
<td>Network data availability</td>
<td>No Data Loss</td>
<td>100%</td>
<td>1%</td>
</tr>
<tr>
<td>6</td>
<td>Scheduled Downtime / Maintenance</td>
<td>Scheduled maintenance and downtime shall only occur during non-business hours and shall not exceed six (6) hours per thirty (30) calendar days. The contractor shall provide two weeks (14 calendar days) notice and obtain NYSDOL approval prior to any scheduled downtime. Scheduled downtimes that exceed 6 hours may be granted in exceptional circumstances at NYSDOL's sole discretion.</td>
<td>&lt;6 hours each month</td>
<td>1%</td>
</tr>
<tr>
<td>8</td>
<td>Application Availability</td>
<td>Application functionality and accessibility shall be maintained at 99.5% uptime performance levels. The SLA Credits for this Measurement are aggregated. Each level of failure is added together for a maximum SLA credit of 4% when service reaches the lowest level allowed. Contractor shall minimize or eliminate unscheduled application downtime to 0.5% or less. The SLA Credits for this Measurement are aggregated. As in, each lower level of failure adds the stated additional percentage for a maximum 4% credit at the lowest level.</td>
<td>&lt;99.5%</td>
<td>1%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>&lt;98%</td>
<td>2%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>&lt;97%</td>
<td>3%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>&lt;96%</td>
<td>4%</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>System Response Time</td>
<td>95% of the system’s on-line transactions shall be processed in one (1) second for transactions that do not change data and transmitted within a three (3) second response time for transactions that do change data. The SLA Credits for this Measurement are aggregated. Each level of failure is added together for a maximum SLA credit of 4% when service reaches the lowest level allowed.</td>
<td>&lt;95%</td>
<td>1%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>&lt;93%</td>
<td>2%</td>
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<tr>
<td></td>
<td></td>
<td>&lt;91%</td>
<td>3%</td>
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<tr>
<td></td>
<td></td>
<td>&lt;90%</td>
<td>4%</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>On-Time Batch Processing</td>
<td>Batch processing shall be completed within the established batch window 99% of the time.</td>
<td>99%</td>
<td>1%</td>
</tr>
<tr>
<td>11</td>
<td>Disaster Recovery</td>
<td>Contractor shall provide recovery and continuity of operations within 8 hours from a system/network failover.</td>
<td>n/a</td>
<td>Contractor assessed fee equal to the amount of $90,000.00 per each 8-hour period.</td>
</tr>
</tbody>
</table>

The contractor will not be penalized for failure to meet service level agreements if NYSDOL agrees that the delay was due to adverse conditions that were beyond the control of the contractor.

Contractor’s failure to meet an SLA will result in a credit (SLA Credit), as liquidated damages and not as a penalty, to the Monthly Fees payable by NYSDOL during the month of the failed measurement. The reductions will be cumulative for each missed service requirement. NYSDOL, at its option for amount due as liquidated damages, may deduct such from any money payable to the contractor or may bill the contractor as a separate item. In the event of a catastrophic failure affecting the entire system, all affected SLAs shall be credited to NYSDOL.

Example: If the Monthly Fee were $100,000 and one SLA was missed, with an applicable 4% credit, the credit to the monthly invoice would be $4,000, and NYSDOL would pay a net Monthly Fee of $96,000.

A disaster is a perceived or real tragedy, being either a natural calamity or man-made catastrophe, when the system must be recovered from either a hot or cold site. NYSDOL shall be the sole party to declare a disaster limited to the Solution. The time period is how long it takes to recover from the hot or cold site.
2.26.1 Escalation Procedures

A. The contractor shall provide the process and procedures that will be utilized by NYSDOL if the SLA is not met and the issue(s) require(s) escalation. This document shall include the names, titles, addresses, and telephone numbers of the persons who are to be notified. The contractor must maintain this information with correct and current data during the O&M Term.

B. If the same SLA measurement yields an SLA credit more than once the contractor shall conduct a Root Cause Analysis (RCA). Such RCA shall be provided within 30 days of the second breach, and every breach thereafter.

C. All incidents with a ‘Critical’ severity level will require an RCA performed by the contractor. Occasionally, incidents with a ‘High’ severity level will also require an RCA to be completed by the contractor at the State’s discretion. The RCA shall be provided within 30 days from the incident’s occurrence.

D. If the contractor must make a change to Solution features or functions in order to resolve the problem, the contractor must notify the NYSDOL Project Director or designee immediately and request approval within the designated resolution time.

E. In the event of repeated violations of a single SLA measure, or multiple failures across SLA measures, NYSDOL reserves the right to renegotiate SLA measures. Repeated violations may be grounds for Termination for Cause.

2.27 Technical Knowledge Transfer

2.27.1 Knowledge Transfer Plan

A. The contractor shall develop a Knowledge Transfer Plan that documents, instructs, and fully prepares a provider for operating, monitoring, and maintaining system activity and performance. The Knowledge Transfer Plan shall include: an inventory of all work in progress, help desk documentation, turnover plan, and schedule. The plan shall include sufficient instruction, training, time, and resources to accomplish a transfer of knowledge that will assure any new provider is able to properly, effectively, and independently operate and maintain the system. The contractor shall present the plan to NYSDOL, execute the Plan, and obtain NYSDOL acceptance before and after the plan is executed.

B. The contractor’s Knowledge Transfer Plan shall address, at a minimum, the following topics:

1) Knowledge Transfer to enable a new contractor and/or NYSDOL personnel to operate, maintain, configure, and modify the new systems including operation of the testing tools, supporting infrastructure, and security.

2) Training on all existing Environments.

3) Metrics to track the progress in achieving training and knowledge transfer objectives.

4) Progress reporting of training and knowledge transfer activities.

5) Knowledge Transfer Plan and strategy to provide the new provider with the ability to transition into the overall system support and maintenance role.
2.27.2 Technical Knowledge Transfer to NYSDOL

Prior to project closure but after the Solution is deployed in New York State, the contractor shall train and orient NYSDOL technical staff, and any NYSDOL agents or vendors, to support the Solution internally as much as possible, without involving contractor resources. This may occur during the warranty period or any optional O&M period at the discretion of the NYSDOL Project Director.

A. Sufficient training and knowledge transfer shall occur to allow NYSDOL technical staff to accomplish the following with little or no contractor contact:

1) Modify the operating procedures as needed to streamline operation of the system;
2) Identify additional training to assure that users and designated stakeholders operate the system proficiently;
3) Maintain the production environment with adequate capacity and performance to properly support the system;
4) Effectively deploy new functionality and interfaces;
5) Efficiently maintain and operate system interfaces;
6) Identify and correct erroneous data through standard system procedures;
7) Develop and modify reports with available tools; and
8) Effectively and successfully support and enhance all aspects of the Solution.

B. The contractor shall provide a combination of hands-on and classroom training for technical and system operations staff. The contractor shall ensure that sufficient training sessions are scheduled to train all staff identified, and that sufficient knowledge transfer occurs to allow NYSDOL to properly operate and maintain the Solution environment.

C. The contractor shall ensure that all Solution knowledge transfer and training for technical and systems operations staff is fully documented.

D. The contractor shall conduct technical transfer of knowledge that includes system support and operational aspects such as hardware and software, support, design, development and test tool sets, patch and upgrade application, network and database support, run books, batch processing, system technical operation, back-up and recovery steps, system table maintenance, system administration, security administration, interface operation and monitoring, system maintenance, implementation procedures, and other system specific operations including the use of all system/data-related tools required to support the Solution.

E. Contractor, as part of their proposed Solution, shall identify the necessary roles and associated skills required to support the Solution given their technical approach and process.

F. Contractor, as part of their proposed Solution, shall specify how the knowledge transfer will take place to use, operate, support, and enhance the Solution on an ongoing basis. The following guidelines and principles are to be addressed:

1) Training and knowledge transfer will be delivered on a just-in-time basis.
2) Training will include formal and structured classes.
3) Proficiency assessments on the knowledge transfer will be provided on a periodic basis.

G. NYSDOL will be involved in hands-on design and development, where practical and feasible, without ever representing a dependency in the schedule.
H. NYSDOL reserves the right to be actively involved in the hands-on (i.e. design and code) support of the Solution as it is incrementally delivered on a progressive basis during the contractual period of performance. As an example, for early increments, at its option, NYSDOL staff may be responsible for code fixes of low priority deficiencies (this applies after the warranty phase). For later increments, at its option, NYSDOL staff may provide fixes for higher priority fixes. However, in all cases the contractor is responsible for certifying that the deficiencies are fixed and ready for production deployment. Contractor’s proposed Solution shall accommodate this approach.

I. The contractor shall assist NYSDOL technical staff with the process to install and configure the State-provided environments for development, test, and training. Sufficient knowledge transfer must occur to allow NYSDOL technical staff to properly operate and maintain all necessary non-production environments.

2.27.3 Technical Knowledge Transfer to a Successive Contractor

A. NYSDOL reserves the right to transfer the Solution’s operation and maintenance to a successor contractor after contract termination.

B. Services under this contract are mission-critical, and beginning upon NYSDOL notice that a subsequent Option Year will not be exercised, or the contract will be terminated, contractor shall assist the successor contractor in the transitional process. The contractor shall support end-of-contract transition efforts with technical and project support. The contractor, upon the Procurement Officer’s written notice, shall support transition activities to include but not be limited to:

1) Execute the Knowledge Transfer Plan
2) Provide transition services for up to 180 days:
   a. 90 day knowledge transfer
   b. 60 day parallel processing
   c. 30 day processing with incumbent as the back up to the successor contractor
3) Provide additional services if requested to complete the transition successfully.
4) Provide sufficient experienced personnel during this transition period to ensure an efficient and smooth transition. This shall guarantee that the services called for by the contract are maintained at the required proficiency levels and meet the transitional acceptance testing period of sixty (60) days parallel processing.
5) Update Solution documentation.
6) Document current operating procedures.

C. During the transition period, the contractor will be paid the monthly O&M costs, and shall be reimbursed for reasonable transition activities, which are above and beyond the services already in scope of the O&M period, subject to the Contract Monitor’s approval. Reimbursement rates are not to exceed the final option year resource charges as outlined in the contract. Any resources not listed in the contract shall be negotiated during the designated time of transition.

D. If the successor contractor is determined not to be ready at the end of the 180 day transition period, NYSDOL may extend the period for transition services. If it is determined that the contractor failed to properly train the successor contractor, such an extension will be at no cost to
NYSDOL. A final payment equal to one month of O&M Services will be paid to the contractor at such time as NYSDOL determines that the new successor contractor’s staff is adequately prepared to operate the Solution.

E. The contractor shall provide resources for this phase with staff that participated in the development and implementation of the Solution. If such staff still works for the contractor, they must be assigned to this project. The contractor personnel shall be acceptable to NYSDOL.

2.28 Solution Training

Please provide a detailed explanation of your training program that includes the following concepts:

2.28.1 Training Plan

The contractor will develop a plan to provide training and training materials, upon NYSDOL approval, for transitioning the employees and customers of NYSDOL to the Solution. This plan must be delivered six (6) months prior to the production implementation of the training stages.

A. The contractor must develop and document a comprehensive training plan that will result in well-trained NYSDOL staff and customers (public users) that will be fully capable of using its Solution, with adequate training materials for recurring training needs that NYSDOL may update when necessary. The plan must include:

1) Training goals/standards and the specific plan for training technical personnel and business users.

2) Tasks, deliverables, and resources necessary to complete the training effort.

3) A training environment (“sandbox”) for technical staff, and designated NYSDOL business staff and end users, utilizing a simulation (“hands-on”) training approach. The simulation training will allow all staff to test the system within their respective business process area before the “go-live” date, including a description of how training environments will be configured to meet the needs of NYSDOL users. The contractor shall provide distinct training environments that mirror the production Solution that will be configured and utilized for NYSDOL. The training environment configuration shall include, but is not limited to:

a. Support for a separate login identifier from the production system.

b. Support for multiple concurrent training sessions and multiple concurrent users for a training session.

c. Clear visual distinctions between the training environment and other environments using color and visually distinctive text and/or graphical markings to prevent accidental usage of the training system as the production or other environment.

d. Maintenance and continuous update of the training environment to match the production system for a period of 6 months following the “go-live” date. The contractor must communicate these updates as they occur.

4) Training documentation and materials for training stages.

5) Schedule and timelines for when the training will be conducted.
6) Course modules shall be tailored to address a diverse population and must meet the specific needs of each individual who requires training for the project. Among others, the following learning populations shall be considered:
   a. Visual, auditory, kinesthetic, and other learners
   b. Tech-savvy and tech-challenged employees
   c. High School, associate’s, bachelor’s, and post-graduate degree holders

7) Training that is role-based, business process specific, and tailored to State specific functionality.

8) Identification of tools and documentation that shall be necessary to support proposed effort changes.

2.28.2 Training Stages

A. Introduction to Solution

1) The contractor will provide an introduction (overview) video identifying the new business process and procedures that will be implemented.

2) Video must be delivered in MP4 format for hosting on NYSDOL’s learning management system. Video must include a closed caption option.

3) The video must be delivered at least thirty (30) days prior to Acceptance Test Training stage.

B. Acceptance Test Training

1) Prior to the start of final acceptance testing, the contractor shall provide training for as many testing staff, as deemed necessary by NYSDOL, in the primary location for the State.

2) The contractor shall prepare a “just-in-time” training schedule for all training classes.

3) The training will consist of live Instructor Led Training (ILT) and shall include a WebEx option for delivery of training.

4) The training must be conducted by contractor staff who have been continuously involved in the project.

5) The contractor shall provide for management of ILT.

6) Contractor must plan for a class size of no more than twelve (12) students per class. NYSDOL will provide training labs for training delivery. Multiple classes may be necessary.

7) Training for testers shall include maintenance, support, updating, and use of the contextual help system and training modules.

C. Training for Technical Staff

1) Technical training will be conducted by the contractor.

2) The Training Plan must include technical training and onsite mentoring for Office of Information Technology Services, e.g. Business Analysts, Programmers, Help Desk staff and others designated to support the Solution.

3) The training will consist of live ILT and shall include a WebEx option for delivery of training.

4) Training materials should include but are not limited to system manuals.
5) The contractor shall prepare a “just-in-time” training schedule for all training classes.

6) Training shall include instruction on how to change system parameters and tables as needed.

D. Train-the-Trainer (TTT) & End User Training

1) TTT approach will be provided by the contractor for designated staff identified by NYSDOL. TTT will be conducted by contractor staff who have been continuously involved in the System Solution’s development. It will be expected that designated staff will be capable of training end users upon completion of the TTT. Instruction is needed also for NYSDOL trainers on the System’s capabilities to assist public users.

2) The contractor shall prepare a “just-in-time” training schedule for TTT training classes. TTT must be delivered no more than thirty (30) days prior to beginning of end user training.

3) The training will consist of live ILT and shall include a WebEx option for delivery of training.

4) Training materials for end users will be provided by the contractor and must include an Instructor Guide and End User Guide.

5) The contractor will also ensure that NYSDOL trainers have the ability to modify and update training materials.

6) NYSDOL will be responsible for training its remaining business end user staff using the training environment and materials developed by the contractor.

E. Public User Training

1) Training materials shall be provided to assist public users (claimants, employers, others) in using the Solution.

2) The training materials shall include, at a minimum, on-screen contextual assistance, step by step “wizards”, video tutorials, or other guides in all supported languages specified by NYSDOL.

2.28.3 Training Requirements

The contractor shall meet training requirements that include but are not limited to the following concepts:

A. Collection, evaluation and assessment of data by session to gauge the effectiveness of the training. A corrective action plan must be created if the assessment shows any training for any session was not effective.

B. Easy electronic access to Frequently Asked Questions (FAQs) about specific system functionality and/or business processes.

C. Usage training for all business user roles that emphasizes standard practices for data entry and system usage to ensure consistent data quality and completeness.

D. Readily allow training materials, assessments, etc. to be updated to cover future system upgrades or required regulatory updates. Throughout the life of the project and while the contractor provides operations and maintenance services, the contractor shall keep the training current by including any changes necessary as a result of legal, regulatory, policy, and procedural modifications as well as any system or Solution upgrades.
E. Ability to use change history and versioning controls to maintain the traceability of updates to training materials.

F. Methodical indexes on all integrated training materials to allow easy retrieval of information by diverse users of all departments within NYSDOL

2.28.4 Training Materials

A. The official repository for all training materials (including meeting notes, work in progress, drafts, and final deliverables) captured or created during this project will be the New York State SharePoint cloud portal. NYSDOL will provide the selected contractor with the appropriate access to its SharePoint cloud portal environment.

B. NYSDOL staff must have the ability to maintain the training environment and training materials.

C. All training guides and presentations provided by contractor must be compatible with Microsoft Office for ease in editing.

D. The contractor must provide all training materials for NYSDOL review and approval thirty (30) days prior to the first training.

E. All training materials should be reflective of the Solution as of each training stage.

F. The contractor must also provide complete system documentation. This must include, but not be limited to: run stream / job documentation, operator/user manuals, desk guides, and error-handling procedures.

G. All hard copy training manuals shall be in tabular format, binder indexed, and printed in color. At least five (5) copies shall be provided for NYSDOL.

H. Compliance standards must be followed. All training programs and resources created by the contractor shall follow American with Disabilities Act (ADA) compliant coding standards written in the “Web Content Accessibility Guidelines (WCAG) 2.0” and Section 508 of the Disabilities Act.

I. Graphic design, sound, and electronic files shall include:

1) Presentation of graphic design of supporting visuals, original illustration, photographs, line drawings, charts, and graphical elements in a consistent style congruent with the content’s instructional message.

2) Use of simple sound effects and supporting narration for animations or complex visuals is encouraged. Pre-approval of voice talent is required. Pervasive narration throughout is not required.

2.29 Organizational Change Management

The contractor will work with NYSDOL staff in developing a methodology to successfully transition NYSDOL staff to the new Solution. As a part of the plan, the contractor shall identify risks and anticipated points of resistance, and develop strategies to mitigate and address those concerns, identify all areas of potential change across all the established functional areas, and collaborate with New York State’s project teams to integrate the Organizational Change Management activities into the overall project plan and in user training.
2.30 Invoicing

2.30.1 Contractor Invoicing Schedule

- The contractor shall invoice NYSDOL for contractor’s services per the following milestone schedule (the “invoice schedule”). Each milestone contains multiple deliverables with descriptions outlined in this section. This schedule does not contain fixed dates at which the contractor shall invoice NYSDOL, but rather it contains milestones that the contractor shall reach prior to invoicing NYSDOL. Work within different milestones may take place concurrently. However, the contractor shall not invoice NYSDOL (nor shall NYSDOL be obligated to pay) for any work subsequent to milestones 1 and 2 until all work in milestones 1 and 2 has been completed by the contractor and accepted by NYSDOL. The contractor will be required to provide NYSDOL a fully functional environment that contains the UI system to be leveraged for the Solution within 2 weeks of the initiation of Milestone 3.1, Development Iteration cycle, Development Ready Requirements Elaboration phase. The Solution is expected to be delivered in multiple Releases, the contents of each Release will be production systems that will be immediately functional and employed by NYSDOL. The determination of the content of each Release will be at the suggestion of the contractor and approval of the NYSDOL project steering committee.

- Upon completion of each milestone, and NYSDOL’s acceptance of the deliverables specified in that milestone, the contractor shall invoice the State for that milestone. A portion of that invoice will be retained in accordance with the Contractor Invoicing Schedule listed below.

All retainage withheld by the State shall be paid to the contractor upon contractor’s successful completion of Milestone 7 - Acceptable performance for 180 days post all GoLive, Performance Period for Acceptance (PPA).

- The invoicing schedule is:
  1) Milestone 1 - Project Initiation and Planning
  2) Milestone 2 - High Level Requirements Elaboration, High Level Development, and Environments
  3) Milestone 3.1 to 3.X - Iterative Release Cycles that consist of:
     Development Iteration cycles (one or more per Release):
        a. Development Ready Requirements Elaboration
        b. Detail Development
        c. Contractor Build
        d. Contractor Technical Testing
        e. Packaging of Builds into a Development Iteration
        f. Iteration User Acceptance Testing (IUAT) of each Development Iteration
     Release cycles:
        a. Packaging of Development Iterations into a Release
        b. User Acceptance Test (UAT) for each Release
        c. Final Systems Acceptance and High Level Implementation Planning for each release
d. Training Release Plan for each Release  
e. Detailed Implementation Planning for each Release  
f. Detailed executed data migration for each Release  
g. Formal Production Implementation (GoLive) for each Release  

4) Milestone 4 – All requirements met to NYSDOL's satisfaction, system is live  
5) Milestone 5 -- System Knowledge Transfer to NYSDOL  
6) Milestone 6 – Acceptable performance for 90 days post all GoLive, PPA  
7) Milestone 7 – Completion of PPA  

The deliverables within each milestone (for example, Project Management Plan, Change Management Log, Risk Management Register) shall adhere to the criteria listed in Section 2.30.3 – Deliverable Descriptions.

The State encourages iterative development/build/test cycles as a means to foster early proof of concept regarding Solution architecture and design. Further, these iterative cycles are meant to shorten the time required to get working functionality out to the user community. This iterative approach also facilitates early identification of errors or omissions in requirements definition.

Therefore, Milestone 3 consists of multiple Releases to be further broken down into multiple iterative development/build/test cycles (identified as “Development Iterations”). In each Development Iteration, a portion of the Solution requirements shall be refined by working with NYSDOL staff and the means to satisfy those requirements shall be developed and tested by the contractor. The end of one or more of these Development Iterations will be a block of working functionality that is presented to the user community for UAT.

Each Development Iteration and Release shall incorporate the functionality of all previous Development Iterations as well as introduce unique or improved functionality. User feedback from each Development Iteration and Release shall be incorporated into subsequent Development Iterations and Releases.

The number of Development Iterations required for each Release will be at the contractor’s determination.

The system will be delivered throughout Milestone 3 as multiple Releases of functional working blocks that will be immediately employed by NYSDOL.

A. There shall be a minimum of two (2) **one (1)**, but no more than five (5) Releases.

B. At the completion of Milestone 3, all requirements specified in this RFP and its attachments, as well as any new or modified requirements agreed upon by the contractor and NYSDOL, shall be satisfied by the contractor and formally accepted as such by NYSDOL.

C. Legacy Bridges: if the system delivered for a milestone Release requires bridges to legacy applications, NYSDOL staff will assist in the effort. However, the contractor is responsible for leading the bridge development and for the success with such legacy bridges.

NYSDOL shall certify in writing to the contractor its acceptance of the IUAT and UAT results of each Development Iteration and Release. Upon the Development Iteration/s and Release being certified by NYSDOL, the contractor shall invoice NYSDOL for that Release.

For Milestone 3, the contractor may break out the 55% of the fixed price total cost for the Solution by allocating into multiple invoices based on the proposed number of Releases to deliver all the
requirements to NYSDOL’s satisfaction. Each invoice for a Release shall be in an equal amount, (for example if the contractor has determined that milestone 3 shall contain five Releases, then each Release shall be billed at one-fifth of the total invoice amount allowed in milestone 3). The % retainage specified in column C of the invoice schedule shall be withheld from the payment of each invoice submitted for work completed in Milestone 3.

To help illustrate Milestone 3.1 to 3.X - Iterative Release Cycles, Figure 4 depicts a sample timeline if the bidder proposes Release Cycles with these attributes:

- Three Release Cycles, each at 12 month intervals.
- Two Development Iterations per Release Cycle at 6 month intervals.
- The three Release Cycles overlap for a month. The last Release Cycle completes 34 months after Milestone 2.
- Milestone 4, System is Live after the third Release Cycle.

More than one development iteration may be in progress at the same time. This process may be described as an "incremental build" approach. During each development iteration, the development module goes through the requirements, design, implementation, and testing phases. Each subsequent development iteration adds function to the prior iteration.

In Figure 4, Milestone 3 is divided into three production releases. Each subsequent release incrementally adds function to the previous release. The process continues until the complete system is ready and in production as per the requirements (Milestone 4).

**Figure 4 is for illustration purposes only and does not indicate any preferences whatsoever for the procurement.**
Figure 4 – Iterative Development and Release Cycles
### Table 7 – Contractor Invoicing Schedule

<table>
<thead>
<tr>
<th>Milestones and Deliverables Required prior to Invoicing</th>
<th>% of Fixed $ Portion of Contract to be Invoiced (A)</th>
<th>% Retainage withheld per milestone invoice (B)</th>
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</thead>
<tbody>
<tr>
<td><strong>Milestone 1</strong></td>
<td>5</td>
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<tr>
<td>Initial Security Plan</td>
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<td>Initial Staffing plan</td>
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<td>Initial Project Management Plan</td>
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<td>Initial Quality Management Plan</td>
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<td>Initial Integrated Master Schedule</td>
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<td>Change Management Plan &amp; Log</td>
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<td>Responsibility Assignment Matrix</td>
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<td>Risk Management Register</td>
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<td>Project Organization Chart</td>
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<td>Hardware and Software Plan</td>
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<td>Data Security Agreements</td>
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<td>Install of Requirements Management Tool (RMT)</td>
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<td>RMT Training Schedule and Materials</td>
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<td>Staff Training on RMT</td>
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<td>Initial Requirements Baseline Plan</td>
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<td><strong>Milestone 2</strong></td>
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<td>Project Management document updates</td>
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<tr>
<td>All Environments available on delivered hardware and software in coordination with the State</td>
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<td>Environment with the UI system to be leveraged</td>
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<td>Initial Requirement Traceability Matrix (RTM)</td>
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<td>Requirements Plan</td>
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<td>Requirements Detail Workshops Schedule and Materials</td>
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<td>Development Ready Use Cases by Functional Area</td>
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<td>Development Ready Functional and Nonfunctional Requirements</td>
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<td>Configuration Management Tool</td>
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<td>Data Conversion Plan</td>
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<td>Software Development Plan</td>
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<td>Initial Disaster Recovery Plan</td>
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<tr>
<td><strong>Milestone 3</strong></td>
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</table>
### Section 1 - Each artifact below shall be delivered for each Development Iteration of functionality that the contractor tenders for Iteration User Acceptance Testing (IUAT).

1.1 Updates to all PMO documents  
1.2 Updated RTM  
1.3 Iteration Functional Specifications  
1.4 Iteration Design Documents  
1.5 Iteration UAT Readiness Certificate  
1.6 Iteration Build Plan  
1.7 Iteration Test Plan  
1.8 Iteration Implementation Plan  
1.9 Executed Data Conversion  
1.10 Executed Iteration Implementation  
1.11 Iteration System Source Materials  
1.12 Iteration Summation  
1.13 Code Walkthrough Results  
1.14 Iteration Test Report Document  
1.15 Updated Configuration Management Plan  
1.16 Updated Configuration Management Database  
1.17 System Architecture Update

### Section 2 - The artifacts below shall be delivered prior to and for approval of each Release.

2.1 Updates to all PMO documents  
2.2 Release Readiness Certificate  
2.3 Release Design Document  
2.4 Release Test Plan  
2.5 Release Build Plan  
2.6 Release Implementation Plan  
2.7 Data Migration Plan  
2.8 System Architecture Update  
2.9 Approval of System Architecture  
2.10 Updated Disaster Recovery Plan  
2.11 Executed Test Plan  
2.12 Interface Testing  
2.13 Release Administrative Guide  
2.14 Release Operational Guide  
2.15 Provide Organizational Change information to PMO  
2.16 Comprehensive Training Plan  
2.17 Training Schedule and Materials  
2.18 Release Training for Users  
2.19 Release Training for Technical Staff  
2.20 Release Knowledge Transfer Plan

(continued from Milestone 3 row)
2.23 Release Level Configuration Management Plan
2.24 Updates to all PM documents
2.25 Systems Security Consensus Document
2.26 Vulnerability Scan Report
2.27 Release Maintenance Manuals
2.28 Successful As-delivered Acceptance Test

Section 3 - Artifacts below shall be delivered after approval of each release.

3.1 Release Implementation / Go Live. The Release is in full production mode.

<table>
<thead>
<tr>
<th>Deliverables for Milestone 4</th>
<th>20</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>All requirements specified in this RFP and its attachments are implemented in production. <strong>System is Live and Operating within the SLA’s for NYSDOL.</strong></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Deliverables for Milestone 5</th>
<th>5</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Updates to all PM documents. System Knowledge Transfer to NYSDOL.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Milestone 6</th>
<th>5</th>
<th>Half withheld retainage paid to contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acceptable performance for 90 days post all GoLive as defined in the Section 2.22 Performance Period for Acceptance (PPA) of this RFP. Final updates to all documents.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Milestone 7</th>
<th>5</th>
<th>Half withheld retainage paid to contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acceptable performance for 180 days post all GoLive as defined in the Section 2.22 Performance Period for Acceptance (PPA) of this RFP.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

During the O&M Term the contractor shall submit an invoice for the fixed price, with any Work Orders identified with reference numbers mapping back to the Work Order. Time and Materials invoicing shall explicitly identify the resources, the labor category, and the number of hours invoiced and/or charged.
2.30.2 Payment Terms and Conditions

A. **Maximum Liability:** In no event shall NYSDOL’s maximum liability under this contract exceed the total amount as agreed. Payments made shall 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 applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the contractor, including costs related to Hardware and 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 accord with the contract terms, or unless the State requests work and the contractor performs said work pursuant to the Change Control Process and Change Orders, Sections 2.20.1 & 2.20.2; in which case, the contractor shall be paid in accordance with the payment rates detailed in Attachment N - Financial Response Form.

C. The contractor understands and agrees that an invoice under this contract shall:

1) only be submitted for completed service and shall not include any charge for work planned but not yet completed;
2) not include sales tax or shipping charges.

D. **Retainage:** NYSDOL shall withhold from payment a percentage of the gross amount of each invoice submitted by the contractor. The amount withheld is considered as retainage to help guarantee complete and acceptable performance of any and all contract terms. The percent of retainage to be withheld from each invoice is specified in Section 2.30.1, Contractor Invoicing Schedule. Upon successful completion of the contract, remaining retained amounts will be paid to the contractor in a lump sum as specified in Section 2.30.1, Contractor Invoicing Schedule.

E. **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 is not limited to, travel, meals, and lodging.

F. **Payment of Invoice:** A payment by NYSDOL shall not prejudice NYSDOL’s right to object to or question any payment, invoice, or matter in relation. A payment by NYSDOL shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

G. **Invoice Reductions:** The contractor’s invoice shall be subject to retainage for amounts as outlined in the Contractor Invoicing Schedule (Section 2.30.1). In the event that the contractor fails to comply with response time SLA standards, the liquidated damages will be subtracted from the retainage due to the contractor at the end of the PPA. Missed SLAs during the O&M Term will be deducted from the invoice as outlined in Section 2.26.

H. **Deductions:** NYSDOL reserves the right to deduct from amounts, which are or shall become due and payable to the contractor under this or any contract between the contractor and NYSDOL, any amounts, which are or shall 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 warranty services or to pay liquidated damages or other damages incurred by the State in connection with contract termination.
### 2.30.3 Deliverable Descriptions

Table 8 provides a listing of the project deliverables.

#### Table 8 – Deliverables List

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Project Management Plan and Updates</strong></td>
<td>Contractor shall review this plan and provide updates to the PMO on an as requested basis. In compliance with Section 2.16.</td>
</tr>
</tbody>
</table>
| **Quality Management Plan and Updates**                 | Contractor shall provide a plan that includes a detailed description of its Quality Management and Quality Assurance (QM/QA) Processes. The plan must identify the following at a minimum:  
  a. The individual(s) responsible for the management of the contractor’s QM/QA efforts.  
  b. The project work components subject to QM/QA.  
  c. The means of conducting the QM/QA reviews on the components.  
  d. The means of determining the quality of the components.  
  e. The means of addressing QM/QA deficiencies.  
  f. The schedule for QM/QA reviews to be conducted with the State. |
<p>| <strong>Change Control Plan and Updates</strong>                     | The PMO is the owner of the Change Control Plan. The contractor shall review this plan and provide updates to the PMO on a monthly basis if requested to do so. In compliance with Section 2.20.1. |
| <strong>System Implementation Tracking Log</strong>                  | The PMO is the owner of the System Implementation Tracking Log. Contractor shall provide updates as necessary to the PMO in order to maintain the log’s accuracy. |
| <strong>Risk Management Register and Updates</strong>                | The PMO is the owner of the Risk Register. This is a register of all known risks to the Project. Contractor shall report to the PMO any risks to the project which contractor or its subcontractors identify. Contractor shall provide updates as necessary to the PMO in order to maintain the Register’s accuracy. |</p>
<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Description</th>
</tr>
</thead>
</table>
| **Responsibility Assignment Matrix and Updates** | Contractor shall provide a matrix detailing the roles and responsibilities of contractor’s staff. Roles shall be thoroughly and unequivocally defined.  
The Matrix must include the commonly accepted RACI categorization (Responsible, Accountable, Consulted, Informed) for each member of contractor’s staff.  
Contractor shall provide the same information for all of its subcontractors.  
Contractor shall provide updates as necessary to the PMO in order to maintain the Register’s accuracy. |
| **Integrated Master Schedule (IMS) and Updates** | Contractor shall provide updates to the PMO regarding task descriptions, schedule variances, estimated task durations, resources assigned, task dependencies, and estimated percent of work complete for all activities (and the basis for each estimate) to which contractor or its subcontractors are assigned on a weekly basis.  
The IMS effectively documents the actual and projected schedule for the project.  It shall:  
  a. Utilize the Work Breakdown Structure (WBS) to decompose all tasks for the project.  
  b. Identify and track all tasks for the project. Active tasks shall be no greater than 80 hours in duration.  
  c. Provide baseline schedules to support and conduct schedule variance analysis.  
  d. Integrate all schedules from the NYSDOL Project Director, State Project Managers, and contractors.  
  e. Be updated on a weekly basis to track progress on the project.  
This document, typically developed in Microsoft Project, provides an integrated master project schedule which shall be used to manage the schedule throughout the project.  This plan shall identify all tasks (including all contractors and State tasks), durations, dependencies, contingencies, and resources for all tasks performed on the project by all project resources including but not limited to State resources, PMO, contractor, and all DDI subcontractors. |
<p>| <strong>Staffing Management Plan and Updates</strong> | This document shall contain the contractor’s Staffing Management Plan for the life of the project.  The plan shall include the names of each of contractor’s employees (or subcontractors), their roles, their |</p>
<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Description</th>
</tr>
</thead>
</table>
| Project Organization Chart         | The PMO is the owner of the Project Organization Chart.  
This document that describes the organization and reporting relationships between the PMO staff, contractors, and other key stakeholders.  
Contractor shall provide updates to the PMO regarding contractor’s staffing for the project. This shall include the name, title, and role of each individual staff member. It shall also include a graphic depiction of the reporting relationship among contractor’s staff.  
Contractor shall provide the same information for all of its subcontractors.  
The contractor shall work with the PMO to develop a consolidated Staffing Management Plan for the whole project. |
<p>| Organizational Change Management Plan | Support to the PMO Organization Change Management Plan by outlining Organizational Changes that can be expected and instituted with the implementation of the Solution.                                                                 |
| Initial Security Plan              | In compliance with requirements defined in Section 2.3.2.                                                                                                                                                   |
| Data Security Agreement with NYSDOL | In accordance with Section 2.9. A copy of the signed Data Security Agreement with NYSDOL will be submitted as proof that the agreements are effective for the contractor. A statement signed by the contractor and NYSDOL Project Director will acknowledge receipt and acceptance. |
| Model Subcontract (If applicable)  | In compliance with applicable requirements and Section 5.2.19                                                                                                                                               |
| Install of Requirements Management Tool | In compliance with Section 2.7. A statement signed by the contractor and NYSDOL Project Director that an approved Requirements Management Tool has been delivered and installed will acknowledge receipt and acceptance. |</p>
<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Schedule and Materials for Requirements Management Tool Training</strong></td>
<td>In compliance with Section 2.7. A schedule, including dates, times, and locations will be negotiated and agreed upon. The agreed upon schedule will be distributed electronically at least thirty (30) days in advance of the proposed training. A training agenda and all training materials will be electronically provided to all participants at least ten (10) business days prior to the training.</td>
</tr>
<tr>
<td><strong>Staff Training on RMT</strong></td>
<td>Training shall be conducted on the agreed upon dates and times. Each trainee must sign an attendance sheet for the training and complete a training assessment that will be created and collected by the contractor. Copies of the training assessments and the attendance sheet will be provided to the NYSDOL Project Director as proof of training completion.</td>
</tr>
<tr>
<td><strong>Requirements Baseline Plan</strong></td>
<td>The overall plan detailing the steps necessary to prepare requirements as detailed in Section 2.5.</td>
</tr>
<tr>
<td><strong>Initial Requirement Traceability Matrix</strong></td>
<td>NYSDOL requires an automated Requirements Management Tool. It is expected that this tool will produce a Requirements Traceability Matrix meeting criteria outlined in Section 2.7.</td>
</tr>
<tr>
<td><strong>Requirements Plan</strong></td>
<td>In compliance with Section 2.5. The overall plan detailing the steps necessary to detail requirements.</td>
</tr>
<tr>
<td><strong>Requirements Detail Workshops Schedule and Materials</strong></td>
<td>In compliance with Section 2.5. A schedule, including dates, times, and locations will be negotiated and agreed upon. The agreed upon schedule shall be distributed electronically at least 30 days in advance of the proposed workshops.</td>
</tr>
<tr>
<td><strong>Requirements Detail Workshops</strong></td>
<td>In compliance with Section 2.5. An agenda and all relevant materials for discussion, including requirements artifacts related to an existing base code set, framework, or commercial application, must be provided in advance electronically. The materials shall be distributed three (3) days in advance.</td>
</tr>
<tr>
<td><strong>Design-Ready Use Cases by Functional Area</strong></td>
<td>In accordance with Section 2.5.</td>
</tr>
<tr>
<td><strong>Design Ready Functional and Nonfunctional Requirements Documents</strong></td>
<td>In accordance with Section 2.5.</td>
</tr>
<tr>
<td><strong>Configuration Management Tool</strong></td>
<td>In accordance with Section 2.21. The Configuration Management Database consisting of information from service architects, service owners, team managers, etc. will be compiled and verified. The configuration</td>
</tr>
<tr>
<td>Deliverable</td>
<td>Description</td>
</tr>
<tr>
<td>-------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Management database management database will be created and maintained in an electronic format.</td>
<td></td>
</tr>
<tr>
<td><strong>Configuration Management Plan</strong></td>
<td>In accordance with Section 2.19.</td>
</tr>
<tr>
<td><strong>Data Conversion Plan and Updates</strong></td>
<td>In accordance with Section 2.18.</td>
</tr>
<tr>
<td><strong>All Environments Available</strong></td>
<td>In accordance with Section 2.17. NYSDOL requires distinct design, development, testing, training, disaster recovery, and production implementation environments. All environments shall be fully accessible to NYSDOL throughout the life of the contract.</td>
</tr>
<tr>
<td><strong>Environment with UI system to be leveraged</strong></td>
<td>Fully functional environment that contains the UI system to be leveraged for the Solution.</td>
</tr>
<tr>
<td><strong>Build Management Plan</strong></td>
<td>In accordance with Sections 2.10, 2.11, and 2.12.</td>
</tr>
<tr>
<td><strong>Software Development Plan</strong></td>
<td>In compliance with Section 2. The Software Development Plan detailing the software development methodology and process will be submitted to the NYSDOL Project Director.</td>
</tr>
<tr>
<td><strong>Iteration Functional Specifications</strong></td>
<td>Full specification of new Iteration functionality in compliance with Design-Ready requirements of Sections 2.5, 2.6, and 2.7.</td>
</tr>
<tr>
<td><strong>Iteration Design Documents (IDD)</strong></td>
<td>The 10 items listed below are required design documents for each Iteration:</td>
</tr>
<tr>
<td>1. <strong>IDD – API Documentation</strong></td>
<td>The contractor shall automate the process of API documentation, in HTML format, from source code comments. This documentation shall be created as part of each Release and hosted at a common location for review.</td>
</tr>
<tr>
<td>2. <strong>IDD - Product Roadmap</strong></td>
<td>A description of the incremental nature of how a product will be built and delivered over time, along with the important factors that drive each individual Release. A high-level plan that describes how the product is likely to grow.</td>
</tr>
</tbody>
</table>
| 3. **IDD - Product Backlog**                    | The product backlog is an ordered list of everything that might be needed in the product and is the single source of requirements for any changes to be made to the product. It may contain:  
   a. use cases or user stories: representing new functionality;  
   b. bugs: representing work to address a defect;  
   c. chores: representing work that must be done, but provide no direct business value;                                                                                                                                  |
<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>d. epics: representing big user stories. Originally defined as too big to fit in an Iteration. Prototypes, which can mitigate risk, representing proof of concepts that help provide information for decision making around whether some functionality may be valuable.</td>
<td></td>
</tr>
<tr>
<td>4. IDD - Release Backlog</td>
<td>Same as Product backlog but the scope limited to the Release.</td>
</tr>
<tr>
<td>5. IDD - Iteration Backlog</td>
<td>Same as Product backlog but the scope limited to the Iteration.</td>
</tr>
<tr>
<td>6. IDD - Personas</td>
<td>Personas should define an archetypical user of a system.</td>
</tr>
<tr>
<td>7. IDD - User Interface Design Document</td>
<td>A document that must include all aspects of user interface design, including but not limited to:</td>
</tr>
<tr>
<td>a. Graphic design files for all visual elements (e.g. icons, logos, buttons);</td>
<td></td>
</tr>
<tr>
<td>b. Visual specification to document UI layout and definition of typography, colors, functions, and screen elements;</td>
<td></td>
</tr>
<tr>
<td>c. Documenting UI workflow diagrams to illustrate relationships among screens for use cases and scenarios. Supporting prototypes to demonstrate interactive features and animation.</td>
<td></td>
</tr>
<tr>
<td>8. IDD - Sequence Diagram</td>
<td>An interaction diagram that shows how processes operate with one another and in what order. A sequence diagram shows object interactions arranged in time sequence.</td>
</tr>
<tr>
<td>9. IDD - Data Flow Diagram</td>
<td>A graphical representation of the “flow” of data through an information system, modeling its process aspects.</td>
</tr>
<tr>
<td>10. IDD - Entity Relationship Diagram (ERD)</td>
<td>Industry standard ERD format documenting the entities and their relationships.</td>
</tr>
<tr>
<td>Iteration UAT Readiness Certificate</td>
<td>Signoff from NYSDOL Project Director or delegated authority that all specified criteria have been met.</td>
</tr>
<tr>
<td>Iteration Test Plan</td>
<td>In accordance with Section 2.13.</td>
</tr>
<tr>
<td>Iteration Build Plan</td>
<td>Considering the requirements specified in Section 2 with emphasis on Sections 2.12, 2.17, 2.18, 2.19, and 2.13.2, the Iteration Build Plan shall include a list of build requirements and delivery products. It shall</td>
</tr>
<tr>
<td>Deliverable</td>
<td>Description</td>
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<td>------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>summarize any third party products or configuration parameters which are added or modified to support the build.</td>
<td></td>
</tr>
<tr>
<td><strong>Iteration Implementation Plan</strong></td>
<td>The Iteration Implementation Plan describes how the Iteration will be deployed, installed and transitioned into the test system. The plan contains an overview of the Iteration, a brief description of the major tasks involved in the implementation, and any site-specific implementation requirements.</td>
</tr>
<tr>
<td><strong>Executed Iteration Implementation</strong></td>
<td>The process of implementing the Iteration for IUAT or UAT.</td>
</tr>
<tr>
<td><strong>Iteration Executed Data and Image Conversion</strong></td>
<td>Confirmation of a complete and successful data conversion to the Iteration UAT environment.</td>
</tr>
<tr>
<td><strong>Iteration System Source Materials</strong></td>
<td>All System Source Materials required to successfully build and deploy the Iteration.</td>
</tr>
<tr>
<td><strong>Iteration Summation</strong></td>
<td>Outlines the objective of the Iteration and a step-by-step check list that chronologically contains the internal activities which were performed in the development of the Iteration.</td>
</tr>
<tr>
<td><strong>Iteration Test Report Document</strong></td>
<td>This document shall provide a high level overview of the significant events and activities documented during the testing of this Iteration. It shall also specify the scope of the testing and specify the test environment details (including the hardware, software, and data used in the testing). It shall include the success or failure of each test outlined in the test plan.</td>
</tr>
</tbody>
</table>
| **Code Walkthrough Results**                   | The contractor shall conduct code walkthroughs and document the walkthrough results. These results shall be produced for review as requested by the NYSDOL Project Director. The walkthrough shall include:  
a. Flaws or potential flaws.  
b. Consistency with the overall program design.  
c. The quality of comments.  
d. Adherence to coding standards.  
e. Adherence to Section 2.11.  
f. Existence, for the functionality implemented. |
<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>g. Clarity and Readability.</td>
<td></td>
</tr>
<tr>
<td>h. Completeness – e.g. User, Training, Reference, Table of Contents.</td>
<td></td>
</tr>
<tr>
<td>i. Augmented documentation, in HTML format, generated from source code comments with notes included.</td>
<td></td>
</tr>
<tr>
<td>Configuration Management Plan Updates</td>
<td>Configuration Management Plan updates should reflect any changes from the prior Iteration or Release (detailing how the relationships between Configuration Items will be identified, documented, and managed).</td>
</tr>
<tr>
<td>Updated Configuration Management Database</td>
<td>As specified in Section 2.19.</td>
</tr>
<tr>
<td>System Architecture Update</td>
<td>This documents the conceptual model that defines the structure, behavior, and views of a system. The document must include a formal description and representation of a system, organized in a way that supports reasoning about the structures and behaviors of the system.</td>
</tr>
<tr>
<td>Release Design Document</td>
<td>A document that describes the system requirements, operating environment, system and subsystem architecture, files and database design, input formats, output layouts, human-machine interfaces, detailed design, processing logic, and external interfaces.</td>
</tr>
<tr>
<td>Release Readiness Certificate</td>
<td>A signoff from NYSDOL Project Director or delegated authority that all applicable System-Level UAT readiness criteria have been met.</td>
</tr>
<tr>
<td>Release Test Plan</td>
<td>In accordance with Section 2.13.</td>
</tr>
<tr>
<td>Release Build Plan</td>
<td>Considering the requirements specified in Sections 2.12, 2.17, 2.18, 2.19, and 2.13.2, the Release Build Plan shall include a list of build requirements and delivery products. It shall summarize any third party products or configuration parameters which are added or modified to support the build.</td>
</tr>
<tr>
<td>Release Implementation Plan</td>
<td>In accordance with Section 2.15.</td>
</tr>
<tr>
<td>Data Migration Plan</td>
<td>In accordance with Section 2.18.</td>
</tr>
<tr>
<td>Executed Test Plan</td>
<td>Executed Testing in accordance with Sections 2.13, 2.14 and 2.15.</td>
</tr>
<tr>
<td>Approval of System Architecture</td>
<td>Approval by NYSDOL Project Director or delegated authority of logical and physical architecture and</td>
</tr>
<tr>
<td>Deliverable</td>
<td>Description</td>
</tr>
<tr>
<td>-----------------------------------------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>documents of conceptual model that defines the structure, behavior, and views of a system.</td>
<td></td>
</tr>
<tr>
<td><strong>Conduct interface Testing</strong></td>
<td>A successful result of the test verifying the Solution is operating in compliance with functional, nonfunctional, and system requirements without interruption to interfacing systems.</td>
</tr>
<tr>
<td><strong>Business Continuity Testing</strong></td>
<td>A successful result of the test verifying the Solution is operating in compliance with functional, nonfunctional, and system requirements in the event of a Solution-wide disruptive event.</td>
</tr>
<tr>
<td><strong>Formal Approval of Release UAT</strong></td>
<td>Upon completion of successful User Acceptance Testing, the NYSDOL Project Director shall provide formal written notice to the contractor that “Go Live” may proceed for a Release.</td>
</tr>
<tr>
<td>Such determination is at the sole discretion of the NYSDOL Project Director.</td>
<td></td>
</tr>
<tr>
<td><strong>Disaster Recovery Plan (DRP)</strong></td>
<td>A plan for disaster recovery including:</td>
</tr>
<tr>
<td>a. Restoration of Solution functionality and all O&amp;M Services within four (4) hours of any service interruption, including, without limitation, any failure or error.</td>
<td></td>
</tr>
<tr>
<td>b. Daily incremental backup of all application data.</td>
<td></td>
</tr>
<tr>
<td>c. Full weekly backup of all application data.</td>
<td></td>
</tr>
<tr>
<td>d. Weekly back up of operating systems.</td>
<td></td>
</tr>
<tr>
<td>e. Adherence to O&amp;M Service Level Agreement.</td>
<td></td>
</tr>
<tr>
<td><strong>Release Level Configuration Management Plan</strong></td>
<td>In accordance with Section 2.19.</td>
</tr>
<tr>
<td><strong>Release Administrative Guide</strong></td>
<td>A comprehensive Solution Administrative Guide will be made available electronically via the System Source Materials repository and a statement signed by the NYSDOL Project Director and contractor will acknowledge receipt and acceptance.</td>
</tr>
<tr>
<td><strong>Release Operational Guide</strong></td>
<td>A comprehensive Solution Operational Guide will be made available electronically via the Solution Source Materials repository and a statement signed by the NYSDOL Project Director and contractor will acknowledge receipt and acceptance.</td>
</tr>
<tr>
<td><strong>System Maintenance Manuals</strong></td>
<td>A set of comprehensive System Maintenance Manuals will be made available electronically via the Solution Source Materials repository and a statement signed by</td>
</tr>
</tbody>
</table>
## Deliverable Submissions and Acceptance

### 2.31 Deliverable Submissions

A. For every deliverable, the contractor shall request that the Contract Monitor confirm receipt of that deliverable by sending an Agency Receipt of Deliverable form with the deliverable. The Contract Monitor will acknowledge receipt of the deliverable via email using the provided form. The contractor shall work with NYSDOL to formulate the Agency Receipt of Deliverable form when the bidder is onboard.
B. Unless specified otherwise, written deliverables shall be compatible with Microsoft Office, Microsoft Project, or Microsoft Visio versions 2013 or later. At the Contract Monitor’s discretion, the Contract Monitor may request one hard copy of a written deliverable.

C. A standard deliverable review cycle will be elaborated and agreed-upon between the State and the contractor. This review process is entered into when the contractor submits a deliverable.

D. Documentation deliverables for maintaining, operating, and upgrading the Solution shall be updated and kept current by the contractor throughout the project engagement.

2.31.2 Deliverable Acceptance

A. For each project deliverable, specific and final acceptance criteria shall be established in a Deliverable Expectation Document (DED), the format and formality of which may vary based on deliverable and initial acceptance criteria stated. The contractor shall work with NYSDOL, to elaborate and finalize the acceptance criteria. The contractor will outline the Deliverable Expectation Document form when they are onboard, and submit for NYSDOL approval.

B. The DED shall include identification of the appropriate reviewers and contributors for each deliverable.

C. A final deliverable shall satisfy the scope and requirements of this RFP for that deliverable, including the quality and acceptance criteria for a final deliverable as defined generally in Section 2.30.3 - Deliverable Descriptions and specifically in the DED for that deliverable.

D. The Contract Monitor 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 may be withheld.

E. In the event of rejection, the Contract Monitor will formally communicate in writing any deliverable deficiencies or non-conformities to the contractor, describing in those deficiencies what shall be corrected prior to acceptance of the deliverable in sufficient detail for the contractor to address the deficiencies. The contractor shall correct deficiencies and resubmit the corrected deliverable for acceptance within the agreed-upon time period for correction.

2.31.3 Minimum Deliverable Quality

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

Each deliverable shall 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, clarity, and quality.
F. Meets the acceptance criteria applicable to that deliverable, including any NYSDOL policies, functional or nonfunctional requirements, or industry standards.

G. Contains no structural errors such as poor grammar, misspellings, or incorrect punctuation.

A draft written deliverable may contain limited structural errors such as incorrect punctuation, and shall represent a significant level of completeness toward the associated final written deliverable. The draft written deliverable shall 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 1.5 – Bidder’s Minimum Qualifications and Award Basis – Eligibility Requirements and shall prepare and deliver proposal documents according to the instructions in this Section 3 – Proposal Format, and include all the required documents and information required below.

3.2 Extraneous Terms

Bidder’s proposal must conform to the terms and conditions set forth in this RFP. Any objections to terms and conditions set forth in this RFP must be clearly identified and provided to NYSDOL in the bidder’s technical proposal. 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 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 - 1.4 Procurement Officer and Contract Monitor) by the date indicated in Section 1.9 – RFP Timeline. The bidder’s response to this RFP shall 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 shall be submitted as fifteen (15) hard copies (printed and bound in three-ring presentation binders), 1 of which must contain original signatures. The bidder must also submit five (5) corresponding searchable electronic media copies on USB 2 or 3 compliant flash drives labelled “Vendor name UISS RFP#V-17 Technical”, 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 A-1 Use Case Compliance 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
To assist with the uniformity of submissions and documents, the electronic media submission shall follow these instructions:

A. Create directory names that correspond to Section 3.4 Volume I - Technical Proposal. There should be directories named ‘Tab A’ thru ‘Tab O’.

B. Save the pertinent technical response documents into the applicable directory.

C. For attachments that require response, please retain the original filename.

D. Tab C may optionally have multiple Attachment A-10 Use Case Response forms. Create a separate document for each use case that needs an A-10 response and use the following filename format:
   “attachment-a-10-use-case-response_uc999”, where ‘999’ refers to the specific use case number, 001 thru 312.

E. Tab I requires multiple Attachment M-6 – Personnel Resume Forms. Please use the following filename format for each resume:
   “attachment-m-6-resume_MarySmith.docx”. Naming your file “Attachment M-6 R MarySmith….” is not the same.

F. Tab I optionally allows additional files to support a candidate. If submitting, please use the following filename format:
   “additional-1_MarySmith.docx”, “additional-2_MarySmith.docx”, etc.

Volume II - Financial Proposal

Volume II – Financial Proposal shall be submitted as five (5) hard copies (printed), 1 of which must contain original signatures. The bidder must also submit five (5) corresponding searchable electronic
media copies on USB 2 or 3 compliant flash drives labelled “Vendor name UISS RFP#V-17 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 N – 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 for 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 shall follow these instructions:

A. Create directory names that correspond to Section 3.5 Volume II – Financial Proposal, named ‘Tab A’ thru ‘Tab E’.

![Directory Tabs]

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 UISolutions” would be named “Financial Proposal Narrative.CorporateUISolutions”.

C. For attachments that require response, please retain the original filename.

3.3.1 Packaging of Proposal Submission

Bidder is required to submit a separate sealed package for each volume within one larger package. Each package must include a Table of Contents. The outside of each sealed package shall include the following information:

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 shall provide additional information describing their organization, methodologies, personnel, solution, etc. as described in Sections 3.4 and 3.5. These sections of the bidder’s proposals shall be printed on
standard 8-½ by 11-inch white paper. A page is defined as one face of a sheet of paper containing information. All pages shall 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 must 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 8 1/2 x 11 inch, 8 ½ x 14 or 11 x 17 inch white paper. The proposal shall 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. 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 Contracts and Purchase 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 1.9 - 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 shall describe, in complete detail, all aspects of the proposed technical program. Cost data or cross-reference to the Cost Proposal shall 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 shall organize its Technical Proposal according to the format prescribed below.

Where a requirement is indicated to be iterative, a description should be provided for each of the project’s functional groups.

Section 2 of this RFP provides requirements and Section 3 provides instructions for the contents of bidder’s proposals. Volume I – Technical Proposal shall include the following documents and information in the order specified as follows. Each section of the Technical Proposal shall 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 shall 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 shall be included (see Section 5.1.7 “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: shall 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 shall 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) Federal Employer Identification Number (FEIN) of the bidder;
6) Bidder’s New York State MWBE certification number (if applicable);
7) Acceptance of all State RFP and contract terms and conditions (see Section 5 General Terms and Conditions); if any exceptions are taken, they are to be noted in the Executive Summary; and

8) Acknowledgement of all amendments to this RFP.

E. **Executive Summary**: The bidder shall condense and highlight the contents of the Technical Proposal in the “Executive Summary.” The Summary should identify any exceptions 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. Exceptions to terms and conditions may result in having the proposal deemed unacceptable. If the bidder has taken no exceptions to the requirements of this RFP, the Executive Summary shall state so.

**TAB B – Experience**

For sections A and B below, the bidder shall provide the following information using Attachment L - Bidder’s Project Experience Reference Form.

A. **Minimum Qualifications**: The bidder must submit documentation as outlined in Section 1.5 for meeting both bidder minimum qualifications. The bidder may not use subcontractor experience or personnel to demonstrate meeting minimum qualifications.

1) At least three (3) contacts must be provided for each project from customers who are capable of documenting that the bidder has prior experience to meet the RFP’s minimum qualifications, as outlined in Section 1.5. It is preferred that the three (3) contacts provided for each project be from different operational areas of the client's organization (e.g. UI Modernization Governance, Claimant/Employer Business or Technical Analysts, Financial Office Staff). Each reference shall be from a customer for whom the bidder has provided services within the past five (5) years and shall include the following information:
   a. Name of client organization;
   b. Name, title, telephone number, and e-mail address, of three points of contact for client organization; and
   c. Value, duration, and description of services provided.

_Contacts 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.

B. **Additional Experience**: In addition to the projects listed to satisfy the minimum qualifications as described above in A., the bidder may provide information on past experience that can demonstrate the bidder’s ability to provide the services specified in this RFP. The number of projects provided on Attachment L - Bidder’s Project Experience Reference Form, shall not exceed six (6).

C. **Supplemental Information**: The bidder shall describe how its organization, based on prior experiences, can meet the requirements of this RFP. At a minimum the response shall include the following information:

1) The number of years the bidder has provided the similar services;
2) The number of clients/customers and geographic locations that the bidder currently serves;
3) The names and titles of headquarters or regional management personnel who may be involved with supervising the services to be performed under this contract;

4) An organizational chart that identifies the complete structure of the bidder including any parent company, headquarters, regional offices, and subsidiaries of the bidder; and

5) The bidder shall define its organization all the way up to the ultimate business and technical owners of the project.

**TAB C – Functional Requirements**

Completion of the bidder response forms Attachments A-1, A-3, A-4, F, and I are required for this section of the proposal. The bidder shall review and provide a response in every use case, rule, and requirement. Bidder should refer to the Instruction Page located in each of the bidder response forms for detailed instructions.

Using Attachment A-10 Use Case Response, bidder may include additional information in a narrative or diagram format to supplement the information provided on the bidder response forms. Please use only one Attachment A-10 for each use case. Included within the additional information provided, bidder shall reference which response form, Functional Block, Use Case, or Requirement to which the supplemental information applies.

Separate from the bidder response forms, bidder shall describe the approach to transform the functional requirements into design-ready functional, technical, and general system requirements as set forth in Section 2.5. The bidder shall also describe how the proposed Solution, which satisfies the functional requirements, will deliver a complete UI Benefits, Employer, and Appeals system that is user friendly, heavily self-service based, provides premier customer service, and increases operational efficiencies. The narrative should be concise but detailed; diagrams may be included to provide additional clarity.

**TAB D – Technical Requirements**

Completion of the bidder response forms Attachments B, C, and D-1 are required for this section of the proposal. The bidder shall review and provide a response for every requirement. Bidder should refer to the Instruction Page located in each of the bidder response forms for detailed instructions.

The bidder shall also describe how it will meet the requirements of Section 2 of the RFP. The bidder’s response shall include the following information, at a minimum:

A. The bidder shall provide a detailed yet concise response to how it will satisfy each analysis and design requirement. Diagrams, flows, and other visual aids may be used.

B. The bidder shall describe how it will utilize, coexist, and supplement the NYSDOL provided artifacts, developed requirements; including use cases, functional requirements, nonfunctional requirements, and Business Rules into proposed methodology artifacts.

**TAB E – Software**

The bidder shall provide in a narrative, list, table, or diagram format the following information:

The successful bidder will have a well balanced Solution and common product set that does not overly complicate, and yet provides for efficient UI operations and minimizes total cost of ownership. As well,
the Solution must be easily maintained and serviceable by NYSDOL. Bidders are encouraged to offer software products that accomplish the State's common functionality objectives and align with the proposed Solution's strengths. The bidder must ensure that the Solution does not require operating systems or other components that are no longer licensed and/or supported.

The bidder shall describe how the proposed database, virtualization software, functional and interface software, and all other third party or proposed software products will be used to properly design, develop, test, train, implement, interface, maintain, tune and operate the proposed Solution and fully satisfy NYSDOL's requirements. Software narrative must include how the bidder plans to utilize development phase software such as the proposed Requirements Management Tool (RMT).

Software releases and versions must be the most current required to correctly and properly operate the Solution. If the application software is not public domain, a licensing strategy must be described to support the pre-production environment. Within the licensing strategy, describe how NYSDOL will not be charged for licenses until they are required and/or in full use.

With regard to other states' UI modernization projects that may be leveraged by the bidder, NYSDOL reserves the right to verify legal transferability and right to use of the source material from the named state. The bidder shall provide the name, title, telephone number, and e-mail address of the state contact authorized to provide verification. The contact must be available to be contacted by NYSDOL.

Any other software used within the Solution, for which NYSDOL would need to obtain licenses, must be defined by the bidder. While the State requires each bidder to include their costs for all third party software and associated licenses in the Cost Proposal, the State, at its sole option, reserves the right to procure any or all of the software and associated licenses from another source. Bidders must indicate what software products and version levels are currently supported and required for the Solution.

The bidder must describe the software components without any reference to price and cost information. Price and cost will be addressed under Section 3.5 – Volume II Financial Proposal.

**TAB F – Hardware**

The bidder shall provide in a narrative, list, table, or diagram format the following information:

The proposed hardware and/or cloud services shall accomplish NYSDOL's objectives and align with the Solution's strengths. The bidder shall ensure that the Solution only uses hardware, operating systems, and cloud services that are judged mainstream.

The bidder shall describe how the server, data storage, and other hosting, imaging, server related hardware, and cloud services are necessary to fully satisfy NYSDOL's RFP requirements and properly operate the Solution. The bidder shall also explain how they propose to provide, operate, maintain, and support the hardware and cloud services elements of the Solution.

Equipment proposed by the bidder shall be all new mainstream computing equipment offered by leading computing equipment manufacturers. For cloud services, the bidder shall include a discussion of how proposed cloud services meets, exceeds, or is working towards State security policy and standards at http://its.ny.gov/eiso/policies/security and various federal requirements. Additionally, bidder must provide results of the current Cloud Security Alliance Consensus Assessments Initiative Questionnaire (CAIQ) survey dated 1/1/2015 or later.
An explanation on how hardware and cloud services costs were determined without reference to cost and price information shall be included, without including pricing information. NYSDOL reserves the right to purchase equipment and/or cloud services through the bidder as part of the RFP and/or through other available resources approved by the State.

**TAB G – System Architecture & Environments**

The bidder shall provide in a narrative, list, table, or diagram format the following information:

A. **System Architecture & Design Philosophy**

1) The bidder shall provide a high level view of the design philosophy and architecture views touching on the following: functions, key system abstractions, domain elements along with their dependencies, data flow, and interfaces.
   
   a. The subsystems, layers, and modules that describe the Solution’s decomposition of functionality, along with the objects, procedures, and functions that populate them and the relations among those objects, procedures, and functions (e.g., procedure call, method invocation, callback, containment).
   
   b. Processes, threads along with the synchronization, data flow, and events that connect them.
   
   c. CPUs, storage, external devices and sensors, along with the networks and communication devices that connect them.
   
   d. How much design and code will be developed from “scratch” versus leveraging and extending an existing basis.

   If any of the above is not relevant to the Solution, please explain why.

2) The bidder shall provide a detailed yet concise response as to how the Solution will satisfy each System Architecture requirement in Section 2.10. Diagrams, flows, and other visual aids may be used.

3) The bidder shall respond to Section 2.10 and detail the skills and appropriate user roles required for functional and nonfunctional requirements.

4) The bidder shall respond to Section 2.10 by explicitly defining, the processes, methods, and tools it will use to ensure the common core is maintained and sustained in operations given NYSDOL’s need for operational independence.

5) The bidder shall provide a roadmap on proposed products that covers the project’s duration. The roadmap must illustrate how the proposed products relate to the bidder’s project schedule, map key strategic imperatives to releases and features, and indicate cross-product dependencies.

B. **Environments Plan**

1) The proposal shall include an environments plan describing the environments to be provided by the bidder as part of the development of the Solution, and, as applicable, the Solution’s ongoing support. The plan shall address how the bidder’s Solution will meet the requirements described in Section 2.17. Bidder’s plan shall also address how NYSDOL will
test its configuration and converted data in conjunction with the common core. NYSDOL is open to how many environments are active at any point in time based on the bidder’s development approach and plan.

2) The bidder shall specify the applicable hardware and software resources required to operate each environment including, but not limited to CPU, memory, storage, networking, operating systems, hosting services, etc. All environments shall be scaled down mirror images of the production environment, including patching, run books, and configuration.

**TAB H – Proposed Schedule for Design, Development, and Implementation**

The bidder shall provide a comprehensive narrative and proposed schedule for design, development, and implementation of the Solution. Bidder shall propose a development initiative with a phased release approach [i.e. benefits, employer contributions, appeals releases] or a single comprehensive delivery that encompasses employer contributions, benefits, and appeals. The format for the narrative and proposed schedule is up to the bidder’s discretion. However, the bidder’s proposal shall include the following information, at a minimum:

A. In accordance with Section 2.30, the bidder shall deliver a comprehensive narrative and proposed schedule for the iterative detailed design, development, and implementation phase within each functional area (as described in Section 2.30). The narrative and schedule shall include multiple check points, as well as approach, process, methodology, and travel required. The bidder shall include, by project phase, descriptions of their detailed work plan and schedule that address Section 2.30 Milestones, Development Iterations, Releases, and deliverables.

The bidder shall describe the contractor staff and State staff that will be required to perform each role.

**TAB I – Staffing Plan**

The bidder shall provide a proposed staffing plan for this project. The format for the staffing plan is up to the bidder’s discretion. However, the bidder’s proposal shall include the following information, at a minimum:

A. The bidder shall identify the number and types of personnel proposed to be utilized under the contract.

B. Following instructions set forth in Attachment M, the bidder shall demonstrate, using Attachments M1-M5, that individuals proposed for the dedicated key personnel titles of Project Manager, Lead System Architect, Lead Data Architect, Lead Software Developer/Programmers of each key functional module, and Lead Business Analysts of each key functional module have the minimum qualifications and required references set forth in Section 2.4.1 of this RFP. Copies of current certifications are required.

C. The bidder shall describe in 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 M, the bidder shall submit, using Attachment M-6 Personnel Resume Form, individual resumes, and at least two references, for all key personnel identified in Section 2.4.2.A. Each resume shall include the amount of experience the individual has had relative to the scope of work set forth in this solicitation, and if applicable, the methodology used in previous projects. Letters of intended commitment to work on the project, including letters from
any proposed subcontractor(s), shall be included in this section. The bidder shall provide an organizational chart outlining personnel and their related duties. The bidder shall include job titles and the percentage of time each individual will spend on his/her assigned tasks. Bidders using job titles other than those commonly used by industry standards must provide a crosswalk reference document.

D. The bidder must specify the proposed physical work location address of proposed staff members.

E. The bidder must explain why any staff members must work remotely.

F. The bidder must describe any remote-access requirements of the contractor staff.

G. The bidder shall include both contractor and State staff in the proposed staffing plan.

TAB J – Software Development Methodology

The bidder shall provide in a narrative, list, table, or diagram format the following information:

A. The bidder shall propose and explain in detail the development philosophy and methodology proposed to build the Solution according to the requirements specified in the RFP. The description of development philosophy and methodology must include, but is not limited to:

1) Architecture
2) Coding standards
3) Documentation standards

B. The bidder shall describe why its proposed methodology is more beneficial and preferred over other considered methodologies outlining the pros and cons of each considered and the selected methodology.

C. The bidder shall propose and explain its intended source control methodology and identify the tool that will be used to implement source control. In this instance, source control applies to all System Source Materials.

D. The bidder shall describe its software development methodology and explain how it will meet the requirements of Section 2.

E. The bidder shall describe the proposed number of Development Iterations presented for IUAT, the number of Releases for UAT, how they arrived at that number, and the functional requirements covered in each of those Iterations. Bidder shall be mindful of staff availability and concurrent sessions when planning Development Iterations and Releases.

TAB K – Project Management

A. The bidder shall describe its Project Management methodology and artifacts and how the methodology will meet the requirements given in Section 2.16.

B. The bidder shall deliver with its Proposal a proposed detailed schedule for the design, development, and implementation which includes multiple checkpoints that adhere to the milestone plan described in Section 2.30. The proposed schedule must be a Gantt or similar bar chart that tracks tasks across time. It must show the start and finish date of each task (and their dependency to each other), work effort, and resource allocation with task and role. It shall also
indicate the expected bidder’s staff and State staff hours for each project task and role. The chart must highlight any critical path, such as the longest duration path through the schedule.

**TAB L – Training**

The bidder shall provide in a narrative format the following information:

The bidder shall propose and explain its training methodology and how it intends to develop a training system, materials, and processes suitable for a variety of Solution users and how it will “train the NYSDOL trainers” to deliver future training to multiple business user audiences in compliance with Sections 2.27 to 2.28.

**TAB M – Operations and Maintenance**

In narrative format, the bidder shall propose how it will meet the Operations, Maintenance, and Support requirements of Sections 2.24 to 2.28.

**TAB N – 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 shall provide in a narrative, list, or table format the following information on their known subcontractors:

The bidder shall provide a complete list of all subcontractors that will work on the contract if the bidder receives an award, including those utilized in meeting the MWBE and SDVOB contracting goals. This list shall include a full description of the duties each subcontractor will perform and why/how each subcontractor was deemed the most qualified for this project.

**TAB O – Additional Required Technical Submissions**

A complete listing of required proposal documentation can be found on Attachment O. In addition to the documentation that has been described above, there are also required New York State Legal and Regulatory forms included in the RFP that the bidder will need to complete and sign. These forms are to be packaged under Tab O of the Technical Proposal.

### 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 N. 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 shall be included as part of the Financial Proposal. This is a fixed price contract; prices are inclusive and shall encompass all requirements in the RFP with the exception of work orders, which may be completed on a time and materials basis using rates 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 A - Executive Summary**

The Financial Proposal must 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 B – Financial Proposal Narrative**

The Financial Proposal Narrative must 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 must include the Basis of Estimate (BOE) for the proposed costs in sufficient detail to permit their evaluation. The bidder’s response must be as concise as possible. The submission of volumes of printed data to support the Financial Proposal is neither necessary nor desired.

**TAB C – Financial Response Form**

Costs must be disclosed on Attachment N - Financial Response Form, with the details further described in the Financial Proposal Narrative. 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 N 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 system design, development, and implementation, as described in both Section 2 and Section 2.30.1.C. The bidder’s Operations and Maintenance Costs (O&M) are fixed annualized costs to provide the services described in Section 2, including Sections 2.24 and 2.26. All costs provided must be inclusive of travel, lodging, meals, and other incidental costs.

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

**TAB D – Subcontractors**

If subcontractors are intended to be used, the Cost 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 identify prospective subcontractors and the basis on which they were selected (if done non-competitively, provide selected-source justification).
C. The bidder must identify the type of contractual arrangement (i.e., fixed price, time and materials, etc.) contemplated for the subcontract, and provide a rationale for that arrangement.

D. The bidder must identify the basis for the subcontract costs as included in the bidder’s Cost Proposal, broken out by principal items and services.

E. The bidder must not enter into any binding agreement with a subcontractor without written approval from NYSDOL.

F. If previous agreements with a subcontractor exist, bidder must not make any assignments related to this RFP without written approval from NYSDOL.

**TAB E – Financial and Operational Stability**

Bidders must demonstrate their financial and operational stability to the sole satisfaction of NYSDOL. Bidders must provide the following documentation:

A. A bidder must include in its proposal a commonly-accepted method to prove its fiscal integrity. If available the bidder shall include financial statements, preferably a Profit and Loss (P&L) statement and a Balance Sheet, for the last two (2) years (independently audited preferred).

B. In addition, the bidder must supplement its response to this Section by including one or more of the following with its response:

1) Dunn and Bradstreet Rating;

2) Standard and Poor’s Rating;

3) Lines of credit;

4) Evidence of a successful financial track record; and

5) Evidence of adequate working capital.
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 proposal (written technical), live demonstration (live technical), and site visit (live technical) based upon information received (either verbally or in writing) during reference checks, the live demonstration, and the site visit.

The method of selection will be based on a point system with the rating criteria weighted at 60% written technical, the financial cost portion being 25% and the live demonstration / site visit (live technical) weighted at 15%. 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 goods and services that represent the “Best Value.”

4.2 Technical Proposal Evaluation

Initial Screening (Pass/Fail – No points)
NYSDOL will perform an initial screening of each proposal received to determine whether the proposal meets the minimum requirements of the RFP. To verify that the bidder meets the minimum qualifications listed in Section 1.5, client references provided by the bidder on Attachment L will be contacted by NYSDOL. Proposals will receive either a passing or failing evaluation during the initial screening.

Written Technical Evaluation (60%)
The Technical Evaluation Team will perform the technical proposal evaluation. The written technical evaluation will be based upon 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 Project Experience Reference Form (Attachment L).

B. The Solution: Proposals will be evaluated based upon information provided in response to Section 3.4, Tabs C - G.

C. The Schedule and Staffing Plan: Proposals will be evaluated based upon information provided in response to Section 3.4, Tabs H and I. Additionally, NYSDOL will contact the references provided by the bidder on the Proposed Minimum Qualifications Summaries (Attachments M-1 – M-6).

D. The Methodology: Proposals will be evaluated based upon information provided in response to Section 3.4, Tabs J and K.
E. Training Approach: Proposals will be evaluated based upon information provided in response to Sections 3.4, Tab L.

F. Operations and Maintenance: Proposals will be evaluated based upon information provided in response to Sections 3.4, Tab M.

Before Financial Proposals are opened, 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. If the Technical Evaluation Team identifies any bidder that does not meet the minimum Written Technical score, such that the team would not recommend the bidder for potential contract award, that bidder’s proposal will not undergo a Financial Proposal Evaluation. The team members will fully document this determination.

4.3 Financial Proposal Evaluation (25%)

The RFP Coordinator will open for evaluation the Financial Proposal of each bidder that meets the minimum Written Technical score.

The Financial Proposal Review Committee will perform the financial proposal evaluation, and independent 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 N). All costs and rates provided in response to this RFP must be inclusive of travel, lodging, meals, and other incidental costs.

The financial proposal evaluation will be based on total cost of services, hardware, and software 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 Live Technical Evaluation (15%): Live Demonstration and Site Visit Evaluation

Only those bidders whose combined written technical and financial scores place them in a position to be awarded the contract (finalists) will be invited to participate in the live demonstration and site visit process (live technical).

Bidders will be notified of the date, time, and place of the live demonstration. 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. The bidder must propose key, dedicated personnel with recent system modernization project experience as team members. Key personnel must participate in the bidder’s live demonstration. Additional details with regard to the format of this stage of the evaluation may be provided to the finalists prior to the interview. The live demonstration will be evaluated on the basis of whether it substantiates the characteristics and attributes indicated in the proposal.
Questions to be asked of the bidder may include background, relevant experience, and situational business-related questions. NYSDOL will set the agendas and will use this process to clarify the bidders’ proposals.

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 the presentations. The live demonstration will be no longer than 2 days. The bidder will be expected to provide a demonstration of how its proposal addresses the RFP requirements and the State’s needs. The live demonstration will be evaluated and scored as part of the live technical component of the technical evaluation.

The RFP Coordinator will randomly schedule live demonstrations during the period indicated by the RFP Section 1.9, Table – 1 RFP Calendar of Events. Random scheduling precludes any consideration of bidder time or date scheduling preferences or related requests. When the live demonstration schedules have been determined, the RFP Coordinator will contact bidders with the relevant information as indicated by the RFP Section 1.9, RFP Timeline. Live demonstrations will be held in the Albany, New York area.

Live demonstrations will be open only to the invited bidder, Technical Evaluation Team members, the RFP Coordinator, and any technical consultants that may be selected by NYSDOL to provide assistance to the Proposal Evaluation Team.

NYSDOL will maintain an accurate record of each bidder’s live demonstration session, and such record shall be made part of the procurement file.

NYSDOL reserves the right to deem any functionality presented during the live demonstration as part of the overall Technical Proposal.

For site visits, the evaluation team may travel to view the UI system currently in operation for which the qualified (i.e. finalist) bidder’s proposed Solution is based. The site identified must be within the continental US, representative of the proposed Solution to perform the work, and of the scale and scope required by this RFP. The evaluation team may also choose to view or investigate the UI system currently in operation at a bidder's customer's site remotely using appropriate technology. This will become part of the evaluation process. The proposed site visit address must be included in the bidder's proposal on Attachment L-1 Site Visit Information. One site visit per bidder is permitted. NYSDOL will not conduct a subsequent site evaluation at an alternate site.

During the site visit, NYSDOL evaluators plan to observe the bidder’s capability to meet requirements such as (but not limited to):

A. Observe live intake calls being taken;
B. Watch internal staff use the UI applications; and
C. Dialogue with various staff levels involved.

NYSDOL reserves the right to seek clarification(s) of any information garnered during live demonstrations and/or site visits. Clarification(s) may be sought via phone calls, emails, site re-visits, WebEx, or video conferencing.
4.5 Final Evaluations

Adjustments may be allowed in conjunction with clarifications, discussions, presentations and or demonstrations, but only to the extent such revisions are consistent within the proposal requirements. Such adjustments shall be submitted in writing. Evaluation Committee will re-consider the initial proposal ratings and may make any adjustments they believe to be warranted as a result of the additional information obtained.

Bidder’s scores from the Written Technical and Financial Evaluation, the bidder’s live demonstration (Live Technical), and the Site Evaluations (Live Technical) will be totaled to produce a combined score. The proposals will be ranked based on the combined scores.
Section 5 – General Terms and Conditions

5.1 General Information for All Bidders

5.1.1 Contract Award

Upon receipt of necessary State approvals an award letter will be issued by NYSDOL to the successful bidder advising them of a contract award. A contract defining all deliverables and the responsibilities of the contractor and NYSDOL will then be developed for signature by all parties and for approval and processing in accordance with State policy and practice.

Note: The contract does not become legally binding upon the State until it is executed by the New York State Attorney General and the Office of the New York State Comptroller.

5.1.2 Cost of Proposal Preparation

NYSDOL will not be liable for any costs of work performed in the preparation and production of a proposal, or for any work performed prior to the formal execution of a contract. By submitting a proposal, bidders agree not to make any claims for, or have any right to, damages because of any misunderstanding or misrepresentation of the specifications, or because of any misinformation or lack of information.

5.1.3 Ownership of Proposals

All proposals and accompanying documentation will become the property of the State of New York 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 or disclosed outside of the evaluation process. The successful bidder’s proposal and a copy of the RFP will be made part of the agreement governing this procurement. Therefore, an official authorized to commit the bidder to a contract must sign the proposal.

5.1.4 Assurances

Bidder warrants that it has carefully reviewed the needs of the State as described in the RFP, its attachments and other communications related to the RFP and that it has familiarized itself with the specifications and requirements of the RFP and warrants that it can provide such services as represented in bidder’s proposal. Bidder agrees that it will perform all of its obligations in the resultant contract in accordance with all applicable Federal, State, and local laws, regulations and policies now or hereafter in effect. Bidder affirms that the terms of the RFP and the attachments do not violate any contracts or agreements to which it is a party, and that its other contractual obligations will not adversely influence its capabilities to perform under the contract.

5.1.5 Electronic Files or Data

If electronic files are to be exchanged as a part of a proposal, they must conform to agency policy and guidelines.

5.1.6 Conflict of Interest

A. The bidder has provided a form (Vendor Assurance of No Conflict of Interest or Detrimental Effect), signed by an authorized executive or legal representative attesting that the bidder’s
performance of the services does not and will not create a conflict of interest with, nor position the bidder to breach any other contract currently in force with the State of New York, that the bidder will not act in any manner that is detrimental to any state project on which the bidder is rendering services.

B. The bidder hereby reaffirms the attestations made in its proposal and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the bidder's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this agreement. The bidder shall have a duty to notify NYSDOL immediately of any actual or potential conflicts of interest.

C. In conjunction with any subcontract under this agreement, the bidder shall obtain and deliver to NYSDOL, prior to entering into a subcontract, a Vendor Assurance of No Conflict of Interest or Detrimental Effect form, signed by an authorized executive or legal representative of the subcontractor. The bidder shall also require in any subcontracting Agreement, greater than $100,000, that the subcontractor, in conjunction with any further subcontracting agreement, obtain and deliver to NYSDOL a signed and completed Vendor Assurance of No Conflict of Interest or detrimental Effect form for each of its subcontractors prior to entering into a subcontract.

D. NYSDOL and the bidder recognize that conflicts may occur in the future because the bidder may have existing, or establish new, relationships. NYSDOL will review the nature of any relationships and reserves the right to terminate this agreement for any reason, or for cause, if, in the judgment of NYSDOL, a real or potential conflict of interest cannot be cured.

5.1.7 Freedom of Information Law and Bidder’s Proposals

The purpose of New York State’s Freedom of Information Law (FOIL), which is contained in Public Officers Law (POL) Sections 84-90, is to promote the public’s right to know the process of governmental decision making and to grant maximum public access to governmental records. Thus, a member of the public may submit a FOIL request for contracts awarded by the State or for the proposals submitted to the State in response to Requests for Proposals. After formal contract award, the proposal of the successful bidder and the proposals of non-successful bidders are subject to disclosure under FOIL. However, pursuant to POL Section 87(2) (d), a State agency may deny access to those portions of proposals or portions of a successful bidder’s contract which “are trade secrets or submitted to an agency by a commercial enterprise or derived from information obtained from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise.” Please note that information which you may claim as proprietary, copyrighted or rights reserved is not necessarily protected from disclosure under FOIL.

If there is information in your proposal which you claim meets the definition set forth in POL Section 87(2) (d), you must so inform us in a letter accompanying your proposal.

5.1.8 Equal Employment Opportunity (EEO)

By submission of its bid, the bidder warrants that it is an Equal Opportunity Employer and that it does not discriminate in its employment and business practices on any of the bases provided in the New York State Human Rights Law or any applicable federal laws. In addition, the successful bidder will agree to the assurances contained in the attached State and Federal Certifications, Attachment P-1.
5.1.9 Responsibility Determination

Article 11 of the New York State Finance Law requires that competitive bids be awarded to responsive and responsible bidders. In order to fulfill this requirement, you must complete the "Responsibility Questionnaire". By signing the bid proposal, you hereby authorize NYSDOL to review any records in its possession concerning your organization including, but not limited to, wage records, UI records, public works records, labor standards, and safety and health records. Based on the responses you provide, the State will determine whether your organization is a responsible bidder. In the event that a bidder is found to be not responsible, the bidder may be disqualified.

If you are disqualified based on a determination of non-responsibility, you will be notified in writing and may appeal the determination in writing within 10 days to NYSDOL. If you fail to identify a violation and NYSDOL discovers the failure to disclose such violation, your contract may be terminated immediately upon written notice.

The State recommends that bidders file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To be considered timely, questionnaires filed online require that the bidder certify the questionnaire no more than six months before the proposal due date. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep or go directly to the VendRep System online at https://portal.osc.state.ny.us.

Bidders must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us. Bidders opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website www.osc.state.ny.us/vendrep or the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us.

Upon notification of award, the successful bidder may be required to update/recertify the Vendor Responsibility Questionnaire.

5.1.10 Lobbying Law-Compliance with State Finance Law §§139-j, 139-k

It is the policy of NYSDOL to employ the best procurement practices as described in the State Finance Law and other applicable statutes. Pursuant to State Finance Law §§139-j and 139-k (the "Lobbying Law"), this solicitation includes and imposes certain restrictions on communications between NYSDOL and a bidder during the procurement process. A bidder is restricted from making contacts from the earliest written notice of intent to solicit offers through final award and approval of the contract resulting from this solicitation by NYSDOL and, if applicable, Office of the State Comptroller (the "restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j (3) (a). Designated staff for this procurement, as of the date thereof, is identified in Section 1. NYSDOL are required to obtain certain information when contacted during the restricted period for the procurement and to record all contacts during the restricted period.

NYSDOL is also required to make a determination of the responsibility of the bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period the bidder is debarred from obtaining governmental procurement contracts.

As part of the proposal, a bidder is expected to certify that it understands and agrees to comply with NYSDOL's policy relative to permissible contacts during a governmental procurement pursuant to State Finance Law §139-j (3) and that all information provided to NYSDOL with respect to State Finance Law
139-k is complete, true, and accurate. Attachment P-5 is included in this solicitation for this purpose. Failure of a bidder to comply with these provisions may result in the disqualification of the bidder’s proposal.

5.1.11 Sales Tax Registration Certification Requirement

Tax Law Section 5-a requires certain contractors to certify to the New York State Department of Taxation and Finance (DTF) whether or not the contractor and its affiliates are required to register to collect state sales and compensating use tax. Contractors must also certify to NYSDOL (the procuring agencies) that they have filed the certification with DTF and that it is true and complete. To make these certifications, a contractor must file a properly completed Form ST-220-TD with DTF provided in Attachment P-7 and a properly completed Form ST-220-CA provided in Attachment P-6 with NYSDOL. These requirements must be met before the contract can take effect.

A copy of Form ST-220-CA and the instructions for completing this form are attached to this RFP. If selected, the bidder will then be required to submit an original notarized ST-220-CA to NYSDOL. Bidders may call the New York State Department of Taxation and Finance at (518) 485-2889 for any and all questions regarding Tax Law Section 5-a. For additional information, please refer to Publication 223, Questions and Answers Concerning Tax Law Section 5-a (as amended, effective April 26, 2006), available at www.tax.ny.gov.

The contractor’s certification will be incorporated into the contract resulting from this RFP. If, during the term of the contract, the State discovers that a certification is false, such false certification will constitute a material breach of the contract and may, in the discretion of NYSDOL, result in contract termination.

5.1.12 Consultant Disclosure Legislation

In accordance with State Finance Law §§ 8, 22 and 163 as amended by Chapter 10 of the Laws of 2006, State contractors must disclose, by employment category, the number of persons employed to provide services under the contract, the number of hours worked, and the amount paid to contractor by NYSDOL as compensation for work performed by each employment category of employees. This will include information on any persons working under any subcontracts with contractor.

The State reserves the right to terminate any contract executed pursuant to this RFP in the event it is found that the Consultant Disclosure forms filed by contractor in accordance with State Finance Law were intentionally false or intentionally incomplete. Upon such finding, the State may exercise its termination right by providing written notification to contractor in accordance with the written notification terms of the contract.

By submitting a bid, the bidder certifies that all information provided to the State pursuant to State Finance Law § 163, as amended by Chapter 10 of the Laws of 2006, is complete, true, and accurate. Form A must be completed and returned by the successful bidder as part of the contract submission. Form B must be submitted each year the contract is in effect and will capture historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31). The successful bidder understands that they must file Form B, annually by May 15, with NYSDOL, the Department of Civil Service, and the Office of the State Comptroller.

5.1.13 Electronic Payments

Payment for invoices submitted by the contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the State, in the State’s sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures.
and practices. The contractor shall comply with the State Comptroller's procedures to authorize
electronic payments. Authorization forms are available at the State Comptroller's website at
http://osc.state.ny.us/vendors/epayments.htm, by email at epunit@osc.state.ny.us, or by telephone at 1-866-370-4672. Contractor acknowledges that it will not receive payment on any invoices submitted under
this contract if it does not comply with the State Comptroller's electronic payment procedures, except
where the Commissioner has expressly authorized payment by paper check as set forth above.

5.1.14 Requirements and Procedures for Business Participation Opportunities for New
York State Certified Minority-And-Women-Owned Business Enterprises and Equal
Employment Opportunities for Minority Group Members and Women and
Participation Opportunities for New York State Certified Service-Disabled Veteran-
Owned Businesses

New York State Certified Minority-And-Women-Owned Business Enterprises and Equal
Employment Opportunities for Minority Group Members and Women

A. New York State Law

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

B. Business Participation Opportunities for MWBEs

For purposes of this solicitation, the Department of Labor hereby establishes an overall goal of
30% for MWBE participation, 15% for New York State certified minority-owned business
enterprises (“MBE”) participation and 15% for New York State certified women-owned business
enterprises (“WBE”) participation (based on the current availability of MBEs and WBEs). A
contractor (“Contractor”) on any contract resulting from this procurement (“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 the Department of Labor 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
the Department of Labor 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 the
Department of Labor 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 bid or proposal, a Bidder on the Contract ("Bidder") agrees to demonstrate its good faith efforts to achieve the applicable MWBE participation goals by submitting evidence thereof through the New York State 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

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

1. Appendix MWBE-4 – MWBE 100 MWBE Utilization Plan with their bid or 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 the Department of Labor for review and approval.

   The Department of Labor will review the submitted MWBE Utilization Plan and advise the Bidder of acceptance or issue a notice of deficiency within 30 days of receipt.

2. 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 the Department of Labor, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Department of Labor to be inadequate, the Department of Labor 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 bid or proposal.

   DOL 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 MWBE 101, Application for Waiver of MWBE Participation Goal (Appendix MWBE-5); or
   d) If the Department of Labor determines that the Bidder has failed to document good faith efforts.

   The successful Bidder 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 DOL, but must be made no later than prior to the submission of a request for final payment on the Contract.

   The successful Bidder will be required to submit a MWBE Quarterly Compliance Report (Appendix MWBE-6) to the Department of Labor, 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 bid or proposal in response to this solicitation, the Bidder/Contractor agrees with all of the terms and conditions of Appendix A – Standard Clauses for All New York State Contracts 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 New York State.

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

If awarded a Contract, respondent shall submit a EEO 101 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 the Department of Labor on a quarterly basis during the term of the Contract.

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

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

New York State Certified Service-Disabled Veteran-Owned Businesses

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOB”), thereby further integrating such businesses into New York State’s economy. The Department of Labor recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of Department of Labor contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders 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

1. The Department of Labor 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 New York State Certified SDVOBs found at: [http://ogs.ny.gov/Core/SDVOBA.asp](http://ogs.ny.gov/Core/SDVOBA.asp)
compliance with SDVOB participation goals should be directed to NYS Department of Labor,
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, 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.

2. 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 below).

B. SDVOB Utilization Plan (Appendix SDVOB-1 – SDVOB 100)

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.

2. 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 bids, 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 the Department of Labor.

3. The Department of Labor will review the submitted SDVOB Utilization Plan and advise the
Bidder/Contractor of the Department of Labor’s acceptance or issue a notice of deficiency
within 20 days of receipt.

4. 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 the Department of Labor
a written remedy in response to the notice of deficiency. If the written remedy that is
submitted is not timely or is found by the Department of Labor to be inadequate, the
Department of Labor shall notify the Bidder/Contractor and direct the Bidder/Contractor to
submit, within five business days of notification by the Department of Labor, a request for a
partial or total waiver of SDVOB participation goals – SDVOB 200 Application for Waiver
Request. Failure to file the waiver form in a timely manner may be grounds for
disqualification of the bid or proposal.

5. The Department of Labor may disqualify a Bidder’s bid or proposal as being non-responsive
under the following circumstances:

   a) If a Bidder fails to submit an SDVOB 100 Utilization Plan (Appendix SDVOB-1);
   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 (Appendix SDVOB-3 – SDVOB 200
      Application for Waiver Request); or
   d) If the Department of Labor determines that the Bidder has failed to document good
      faith efforts.

6. If awarded a Contract, 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.
7. 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, the Department of Labor shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

C. Application for Waiver Request (Appendix SDVOB-3 – SDVOB 200)

1. **Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the SDVOB Administrator at Department of Labor for guidance.**

2. 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, 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 the Department of Labor at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, the Department of Labor shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.

3. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB 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 the Department of Labor, but must be made no later than prior to the submission of a request for final payment on the Contract.

4. If the Department of Labor, upon review of the SDVOB 100 Utilization Plan (Appendix SDVOB-1) and SDVOB Monthly Compliance Report (Appendix SDVOB-2 - SDVOB 101) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, the Department of Labor 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.

5. Waiver requests should be sent to the Department of Labor, Purchase and Contracts, SDVOB Administrator, State Campus, Building 12, Room 454, Albany, NY 12240. Email: Labor.sm.SDVOBAdmin@labor.ny.gov; Fax: 518-457-0620.

D. 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:

1. Copies of solicitations to SDVOBs and any responses thereto.

2. Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors’ solicitation was not selected.

3. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by the Department of Labor with certified SDVOBs whom the Department of Labor determined were capable of fulfilling the SDVOB goals set in the Contract.

4. 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.
5. Other information deemed relevant to the waiver request.

E. Monthly SDVOB Contractor Compliance Report (Appendix SDVOB-2 - SDVOB 101)

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance Report – SDVOB 101 to the Department of Labor 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 the Department of Labor’s website and should be completed by the Contractor and submitted to the Department of Labor, by the 10th day of each month during the term of the Contract, for the preceding month’s activity to: NYS Department of Labor, 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.

F. 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.

5.1.15 Reservation Clauses

A. NYSDOL, in order to serve the best interests of the State, reserve the right to:

1. Postpone or cancel this RFP upon notification to all bidders;
2. Amend the specifications after their release with appropriate notice to all bidders;
3. Request bidders to present supplemental information clarifying their proposal, either in writing or in formal presentation;
4. Waive or modify minor irregularities in proposals received after prior notification to the bidder;
5. Adjust or correct any arithmetic errors in the cost proposal, and correct typographical errors upon written notice to and with the concurrence of the bidder if errors exist in the proposal; and/or
6. Accept all or part of a bidder’s proposal in selecting the optimum approach.

B. NYSDOL also reserves the right to evaluate and/or reject any and all proposals received in response to this RFP, in whole or in part, and to waive immaterial technicalities, irregularities and omissions if such action is considered to be in the best interest of the State, including:

1. Contact bidders’ references as a check on qualifications;
2. Award the contract to other than the lowest bidder;
3. Award contracts to more than one bidder;
4. Negotiate with selected bidder prior to contract award;
5. Negotiate with the next highest rated bidder if negotiating a contract with the selected bidder(s) cannot be accomplished within 30 days; however, the State reserves the right to extend for another period of 15 days (no bidder will have any rights against the State arising from such negotiations);
6. Disqualify any bidder based on information brought to the attention of the State for false information or for omission of material information;
7. Disqualify any bidders that are determined not to be responsive or responsible;

8. Disqualify incomplete proposals or any bidder whose proposal fails to conform to RFP requirements;

9. Reissue a modified version of this RFP. With regard to all modifications, clarifications, or revisions to this RFP which the State reserves the right to issue, any such modification issued on or before the due date for proposals shall go to all entities which have requested a copy of this RFP; after that date (or an amended date, as the case may be), notification will be only to bidders who have submitted proposals. Please note that the State’s right to issue modifications, clarifications or revisions permits any addition or deletion of requirements as the State may deem appropriate, subject only to the bounds set forth in the Contract Reporter issuance;

10. Amend the specifications contained herein after their release. In the event of such an amendment, all competing bidders will be notified in writing and any modified schedules will also be published in the New York State Contract Reporter website;

11. Eliminate any requirement(s) unmet by all bidders upon notice to all parties submitting proposals;

12. Alter any schedules or dates specified in this RFP to accommodate changes in existing conditions. In the event of such an amendment, all competing bidders will be so notified in writing;

13. Make any payment contingent upon the submission of specific deliverables; and

14. Require that all offers are held open for a period of 120 days unless otherwise expressly provided for in writing.

5.1.16 Debriefing/Protest Procedures

A. Scope

These procedures advise unsuccessful bidders how they may request a debriefing regarding the review conducted by NYSDOL of the bidder’s proposal, or to file a protest challenging the award of a procurement contract by NYSDOL to another bidder. These procedures are issued so that:

1. Bidders are adequately notified of the process for: requesting a debriefing on the proposal they submitted, and/or filing a protest to challenge the award of a procurement contract to another bidder; and

2. NYSDOL can provide a timely response to such requests.

B. Policy

It is NYSDOL policy to employ the best procurement practices in support of agency operations and in accordance with applicable statute. This requires protecting the interests of taxpayers and promoting fairness in the procurement contracting process. To this end, an unsuccessful bidder shall be provided an opportunity to request a debriefing on its submitted proposal and to protest NYSDOL’s award of a procurement contract to another bidder.

C. General Requirements

NYSDOL shall notify all bidders as to whether they are successful or unsuccessful with respect to a particular procurement for which they have submitted a bid or proposal. Any solicitation issued by NYSDOL with respect to a contract award shall include a notice that an unsuccessful bidder
may request a debriefing regarding its submitted proposal and/or protest the contract award. Such notice shall advise that such request for a debriefing or protest shall be filed with NYSDOL contact person designated in the solicitation.

D. Procedure to Request a Debriefing

Upon request, NYSDOL will provide an unsuccessful bidder with an opportunity for a debriefing as to the process used in NYSDOL procurement or as to why its bid or proposal was unsuccessful.

In light of the restrictions on “contacts” under the Procurement Lobbying Law (State Finance Law §139-j) where appropriate, any request for a debriefing must be made to NYSDOL designated contact person for the procurement in question.

1. The unsuccessful bidder must request a debriefing within fifteen (15) business days of the date of notice of the contract award. (Note: In the event of a single/sole source or emergency contract, the notification will appear on the agency website.)

2. NYSDOL designated contact will coordinate an informal debriefing and respond within five (5) business days, with an explanation as to why the bidder was unsuccessful, in an effort to assist the bidder toward future success in competition. This information may include ranking of the bidder in technical and cost scoring. Note: Where a bidder is disqualified due to the failure to meet submission deadlines or mandatory requirements as stated in the solicitation, the debriefing will consist of an explanation of the circumstances of the disqualification.

3. Upon receipt of this information, the unsuccessful bidder may request a further debriefing/meeting to address specific bidder concerns. The unsuccessful bidder must request this further debriefing within five (5) business days of NYSDOL’s initial debriefing response.

E. Procedure to Protest the Award of a Procurement Contract by NYSDOL

A participant in the procurement process or a party foreclosed from such participation by the actions of NYSDOL may file a formal written protest to challenge a contract award with NYSDOL in accordance with the procedures specified below.

1. Submission of Bid or Award Protests:

   a) Deadline for Submission

      i. Concerning Errors, Omissions, or Prejudice in the Bid Specifications:

         A formal written protest concerning the drafting of the bid specifications must be received by NYSDOL at least ten (10) business days prior to the date set in the solicitation for the receipt of bids/proposals, unless the solicitation document stipulates otherwise. If the date set in the solicitation for receipt of bids is less than ten (10) business days from the date of issue, written protests concerning the specifications must be received by NYSDOL at least three (3) business days before the time designated in the solicitation for the receipt of bids.

      ii. Concerning Proposed Contract Award:

         A formal written protest to challenge a contract award must be received by NYSDOL within fifteen (15) business days of the date of notice of the contract award.

   b) Transmittal
All protests must be submitted in writing to NYSDOL contact designated in the solicitation. The following statement must be clearly and prominently displayed on the envelope or package; the subject line, if sent by e-mail; or, if sent by facsimile transmission, on the fax cover sheet: “Bid Protest of NYSDOL Solicitation (RFP/Bid#)

c) Content

The protest must be in writing and include:

i. A statement of all factual and/or legal grounds which form the basis for
disagreement with a specification or a procurement determination;

ii. A description of all remedies or relief requested; and

iii. Copies of all applicable supporting documentation.

2. Review and Determination:

a) NYSDOL will issue a response to a protest concerning errors, omissions, or prejudice in
   the bid specifications within three (3) business days after receipt of the protest.

b) NYSDOL will issue a response to a protest concerning a contract award within five (5)
   business days after receipt of the protest.

c) Protests shall be resolved through correspondence; however, NYSDOL may, in its sole
discretion, request a meeting or conference call to discuss a written protest.

d) NYSDOL shall send a copy of the decision to the protester or its agent.

3. Reservation of Rights and Responsibilities of NYSDOL

a) Nothing shall preclude NYSDOL from obtaining additional information relevant to making
   its determination from the unsuccessful bidder, the successful bidder, or any other
   source NYSDOL deems appropriate.

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

c) NYSDOL shall include the protest and its determination thereon in the procurement
   record relevant to the bid being protested.

d) Nothing herein shall preclude NYSDOL from negotiating the terms and conditions of the
   contract with the successful bidder during the time period in which a protest may be
   filed, or during the resolution of a pending protest.

F. Appeal to the Office of the State Comptroller

If the unsuccessful bidder is not satisfied with NYSDOL’s determination on its protest, such bidder
may appeal NYSDOL’s determination by filing a written appeal within ten (10) business days of its
receipt of NYSDOL’s protest determination with the Office of the State Comptroller, in accordance
with New York State Office of the State Comptroller Procurement and Disbursement Bulletin G-
232 and OSC Contract Award Protest Procedures. These Contract Award Protest Procedures
apply to all contracts subject to OSC approval under State Finance Law §112, or that is otherwise
submitted to OSC for approval.
5.2 General Information for Successful Bidder

If the bidder is awarded a contract as a result of this RFP, the bidder will be required to accept all of the following as part of the contract. These terms are not negotiable – bidders may not set forth objections to these terms in their proposal.

5.2.1 Contract Amendment

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

5.2.2 Compliance with New York State Policy and Law – Appendix A

All work conducted under the contract must be in compliance with the procedures set forth in this RFP under the General Terms and Conditions. In addition, the successful bidder must agree to the terms specified in the document entitled "Appendix A, Standard Clauses for all New York State Contracts." The State does not allow any modifications to this document. Appendix A will be incorporated, in its entirety, into any contract resulting from this RFP.

5.2.3 Electronic Files or Data

If electronic files are to be exchanged as a part of the contract, they must conform to agency requirements, policy and guidelines.

5.2.4 Ownership, Title, and License to Project Deliverables

5.2.4.1

All products developed with funding provided by the State and all proposals, work plans and budgets become the property of the State. All materials produced, either in whole or in part, through funding provided by the State shall belong exclusively to the State. NYSDOL may use any of the products developed with project funds for any NYSDOL or other State purpose. For purposes of this RFP, NYSDOL is an "Authorized User."

Under 29 CFR part 97.34, USDOL, reserves a royalty-free, non-exclusive, and irrevocable license to all products developed through the contract including applications, source code, concepts, papers, etc. As a result, when a state uses USDOL grant funds to develop (or engage a vendor to develop) a product or to acquire ownership in a product, USDOL automatically reserves the right to reproduce, publish, and otherwise use the work for federal purposes. In addition, USDOL may authorize others to use, but not reproduce or publish the product, for federal purposes. Reference: Training and Employment Guidance Letter (TEGL) No. 31-04 Payment of Royalties on Intellectual Property Created with Federal Grant Funds for additional guidance.

A. Definitions

1. For purposes of this paragraph, “Products.” A deliverable furnished under this contract by or through successful bidder, including existing and custom products, including, but not limited to: a) components of the hardware environment, b) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings), whether printed in hard copy or maintained on diskette, CD, DVD, or other electronic media c) third party software, d)
modifications, customizations, custom programs, program listings, programming tools, data, modules, components, and e) any properties embodied therein, whether in tangible or intangible form (including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, object code).

2. For purposes of this paragraph, "Existing Products." Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Successful bidder bears the burden of proving that a particular product was in existence prior to the commencement of the project.

3. For purposes of this paragraph, "Custom Products." Products, preliminary, final, or otherwise, which are created or developed by successful bidder, its subcontractors, partners, employees, or agents for Authorized User(s) under the contract.

B. Title to Project Deliverables

The successful bidder must acknowledge that it is commissioned by NYSDOL to perform the services detailed in the Bid. Unless otherwise specified in writing in the Bid, NYSDOL shall have ownership and license rights as follows:

1. Existing Products:
   a) Hardware - Title and ownership of Existing Hardware Product shall pass to NYSDOL upon Acceptance.
   b) Software - Title and ownership to Existing Software Product(s) delivered by successful bidder under the contract that is normally commercially distributed on a license basis by the successful bidder or other independent software vendor proprietary owner ("Existing Licensed Product"), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall remain with successful bidder or the proprietary owner of other independent software vendor(s) (ISV). Effective upon acceptance, such Product shall be licensed to Authorized User(s) in accordance with the successful bidder or ISV owner’s standard license agreement, provided, however, that such standard license, must, at a minimum: (a) grant Authorized User(s) a non-exclusive, perpetual license to use, execute, reproduce, display, perform, adapt (unless successful bidder advises Authorized User(s) as part of successful bidder’s proposal that adaptation will violate existing agreements or statutes and successful bidder demonstrates such to the Authorized User(s)’s satisfaction) and distribute Existing Licensed Product to the Authorized User(s) up to the license capacity stated in the purchase order or work order with all license rights necessary to fully effect the general business purpose(s) stated in the Bid or Authorized User(s)’s Purchase Order or work order, including the financing assignment rights set forth in paragraph (c) below; and (b) recognize the State as the licensee where the Authorized User(s) is a state agency, department, board, commission, office or institution. Where these rights are not otherwise covered by the ISV’s owner’s standard license agreement, the successful bidder shall be responsible for obtaining these rights at its sole cost and expense. The Authorized User(s) shall reproduce all copyright notices and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon creation of Custom Products, successful bidder hereby conveys, assigns and transfers to Authorized User(s) the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all trademark and copyrights. Successful bidder hereby agrees to take all necessary and appropriate steps to
ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through successful bidder, its agents, employees, or subcontractors. Nothing herein shall preclude the successful bidder from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a purchase order, project definition or work order in the course of successful bidder’s business. Authorized User(s) may, by providing written notice thereof to the successful bidder, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of Authorized User(s) taking exclusive ownership and title to such Products. In such case, Licensee on behalf of the Authorized User(s) shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purpose(s) as stated in paragraph (B)(1)(b), above.

The Custom Products have been specially commissioned and shall be considered works made for hire under the United States Copyright Act of 1976 and the Authorized User(s) shall be deemed the author and sole copyright owner. As between the parties to the contract, all right, title, and interest in and to the Custom Products, and to modifications and derivative works thereof made by the successful bidder or the Authorized User(s), including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied in or arising out of the Custom Products, shall belong to the Authorized User(s). To the extent any Custom Products, or any intellectual property embodied by or arising from the Custom Products is incapable of being characterized as a work-made-for-hire as a matter of law, the successful bidder hereby assigns, transfers, and conveys all right, title, and interest in and to the Custom Products, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Custom Products, to the Authorized User(s). The successful bidder shall, when directed, execute any other documents that the Authorized User(s) deems necessary or desirable to document this transfer and/or allow the Authorized User(s) to register its and their claims and rights to such intellectual property rights or enforce them against third parties, and the successful bidder shall cooperate fully in the foregoing endeavors.

C. Successful Bidder’s Obligation with Regard to ISV (Third Party) Product

Where successful bidder furnishes Existing Licensed Product(s) as a Project Deliverable, and sufficient rights necessary to effect the purposes of this section are not otherwise provided in the successful bidder or ISV’s standard license agreement, successful bidder shall be responsible for obtaining from the ISV third party proprietary owner/developer the rights set forth herein to the benefit of the Authorized User(s) at successful bidder’s sole cost and expense.

5.2.4.2 CHANGES TO PRODUCT OR SERVICE OFFERINGS

A. Product or Service Discontinuance

Where successful bidder is the Product Manufacturer/Developer, and successful bidder publicly announces to all U.S. customers (“date of notice”) that a Product is being withdrawn from the U.S. market or that maintenance service or technical support provided by successful bidder (“withdrawn support”) is no longer going to be offered, successful bidder shall be required to: (i) notify the Commissioner, each Licensee and each Authorized User(s) then under contract for maintenance or technical support in writing of the intended discontinuance; and (ii) continue to offer Product or withdrawn support upon the contract terms previously offered for the greater of: a) the best terms offered by successful bidder to any other customer, or b) not less than twelve (12) months from the date of notice; and (iii) at Authorized User(s)’s option, provided that the Authorized User(s) is under contract for maintenance on the date of notice, either: provide the Authorized User(s) with a Product
replacement or migration path with at least equivalent functionality at no additional charge to enable Authorized User(s) to continue use and maintenance of the Product.

In the event that the successful bidder is not the Product Manufacturer, successful bidder shall be required to: (i) provide the notice required under the paragraph above, to the entities described within five (5) business days of successful bidder receiving notice from the Product Manufacturer, and (ii) include in such notice the period of time from the date of notice that the Product Manufacturer will continue to provide Product or withdraw support.

The provisions of this subdivision (a) shall not apply or eliminate successful bidder’s obligations where withdrawn support is being provided by an independent subcontractor. In the event that such subcontractor ceases to provide service, successful bidder shall be responsible for subcontracting such service, subject to state approval, to an alternate subcontractor.

B. Product or Service Re-Bundling

In the event that successful bidder is the Product manufacturer and publicly announces to all U.S. customers (“date of notice”) that a Product or maintenance or technical support offering is being re-bundled in a different manner from the structure or licensing model of the prior U.S. commercial offering, successful bidder shall be required to: (i) notify the State and each Authorized User(s) in writing of the intended change; (ii) continue to provide Product or withdrawn support upon the same terms and conditions as previously offered on the then-current contract for the greater of: a) the best terms offered by successful bidder to any other customer, or b) not less than twelve (12) months from the date of notice; and (iii) shall submit the proposed re-bundling change to the Commissioner for approval prior to its becoming effective for the remainder of the contract term. The provisions of this section do not apply if the successful bidder is not the Product manufacturer.

5.2.4.3 NO HARDSTOP/PASSIVE LICENSE MONITORING

Unless an Authorized User(s) is otherwise specifically advised to the contrary in writing at the time of order and prior to purchase, successful bidder hereby warrants and represents that the Product and all upgrades do not and will not contain any computer code that would disable the Product or upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as “time bombs,” “time locks,” or “drop dead” devices) or that would permit successful bidder to access the Product to cause such disablement or impairment (sometimes referred to as a “trap door” device). Successful bidder agrees that in the event of a breach or alleged breach of this provision that Authorized User(s) shall not have an adequate remedy at law, including monetary damages, and that Authorized User(s) shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which Authorized User(s) shall be entitled.

5.2.4.4 SOURCE CODE ESCROW FOR LICENSED PRODUCT

Successful bidder shall, on at least a monthly basis: (i) provide Licensee with the Source Code for the Product; and (ii) (a) place the Source Code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the State, and who shall be directed to release the deposited Source Code in accordance with a standard escrow agreement acceptable to the State; or (b) will certify to the State that the Product manufacturer/developer has named the State, acting by and through the Authorized User(s), and the Licensee, as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the State and Licensee, and who shall be directed to release the deposited Source Code in accordance with the terms of escrow. Source Code, as well as any corrections or enhancements to such source code, shall be updated for each new release.
of the Product in the same manner as provided above and such updating of escrow shall be certified to
the State in writing. Successful bidder shall identify the escrow agent upon commencement of the
contract term and shall certify annually that the escrow remains in effect in compliance with the terms of
this paragraph.

The State may release the Source Code to Licensees under this contract that have licensed Product or
obtained services, who may use such copy of the Source Code to maintain the Product.

5.2.5 Prompt Payment Provisions

The payment of interest on certain payments due and owed by the State may be made in accordance
with the criteria established in Article XI-A of the State Finance Law.

5.2.6 Minority and Women-Owned Business Enterprise and Equal Employment
Opportunity Participation and Service-Disabled Veteran-Owned Businesses
Participation

SEE APPENDIX MWBE – MWBE/EEO Requirements and Procedures
SEE APPENDIX SDVOB – SDVOB Requirements and Procedures

5.2.7 Insurance

Following contract award, and prior to the commencement of the work to be performed by the contractor
hereunder, the contractor shall procure at its sole cost and expense, and shall maintain in force at all
times during the term of this contract, policies of insurance as herein set forth below, written by
companies authorized or licensed by the New York State Department of Financial Services to issue
insurance in the State and with an A.M. Best Company rating of at least “A-,” “Class VII” as set forth in the
most recently published Best’s Insurance Report. If during the term of the policy, a carrier’s rating falls
below “A-” Class “VII”, the insurance must be replaced no later than the renewal date of the policy with an
insurer rated at least “A-,” “Class VII” in the most recently published Best’s Insurance Report.
The contractor shall deliver to NYSDOL evidence of such policies in a form acceptable to NYSDOL.
These policies must be written in accordance with the requirements herein, as applicable. Acceptance
and/or approval by NYSDOL do not and shall not be construed to relieve contractor of any obligations,
responsibilities or liabilities under the contract.

General Conditions

A. Conditions Applicable to Insurance. All policies of insurance required by this contract must meet
the following requirements:

1. Coverage Types and Policy Limits. The types of coverage and policy limits required from the
contractor are specified in Paragraph B, Insurance Requirements, below.

2. Policy Forms. Except as may be otherwise specifically provided herein or agreed to in writing by
NYSDOL, policies must be written on an occurrence basis.

3. Certificates of Insurance/Notices. Prior to the commencement of the work to be performed by
the contractor hereunder, the contractor must file with The People of the State of New York,
NYSDOL, Certificates of Insurance evidencing compliance with all requirements contained in the
contract. Such certificates must be of form and substance acceptable to NYSDOL. Thereafter,
contractor shall provide such Certificates within three (3) business days of request. Certificates shall reference the contract number. **ALL OF THE FORMS, EXCEPT CE-200, SI-12 & DB-155, MUST NAME:** The People of the State of New York and New York State Department of Labor, Harriman State Office Campus, Bldg. 12, Room 454, Albany, New York 12240. (Each entity being listed as a Certificate Holder) Certificates shall be submitted to the lead agency, NYS Department of Labor, Attention: Purchase and Contracts, Harriman State Office Campus, Bldg. 12, Room 454, Albany, New York 12240.

a) Unless otherwise agreed to, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice, except for non-payment, which notice shall be provided as required by law to NYSDOL, evidenced by return receipt of United States Certified Mail. The contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect. Not less than thirty (30) days prior to the expiration date or renewal date, the contractor shall supply NYSDOL updated replacement Certificates of Insurance, and amendatory endorsements.

b) Certificates of Insurance shall:
   i. Be in the form approved by NYSDOL.
   ii. Disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the contract.
   iii. Specify the Additional Insureds and Named Insureds as required herein.
   iv. Refer to the contract by number and any other attachments on the face of the certificate, and
   v. Be signed by an authorized representative of the insurance carrier or producer.

4. **Primary Coverage.** All insurance policies shall provide that the required coverage shall apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to NYSDOL for any claim arising from the contractor's work under this contract, or as a result of the contractor's activities. Any other insurance maintained by NYSDOL shall be excess of and shall not contribute with the contractor's insurance regardless of the “other insurance” clause contained in NYSDOL’s own policy of insurance.

5. **Policy Renewal/Expiration.** At least thirty (30) days prior to the expiration of any policy required by this contract, evidence of renewal or replacement policies of insurance with terms no less favorable to NYSDOL than the expiring policies shall be delivered to NYSDOL in the manner required for service of notice in Paragraph I.3. Certificates of Insurance/Notices above. If, at any time during the term of this contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in the contract or proof thereof is not provided to NYSDOL, the contractor shall immediately cease work. The contractor shall not resume work until authorized to do so by NYSDOL. Any delay, time lost, or additional cost incurred as a result of the contractor not having insurance required by the contract or not providing proof of same in a form acceptable to NYSDOL, shall not give rise to a delay claim or any other claim against NYSDOL. Should the contractor fail to provide or maintain any insurance required by this contract, or proof thereof is not provided, NYSDOL may withhold further contract payments, treat such failure as a breach or default of the contract.

6. **Self-Insured Retention/Deductibles.** Certificates of Insurance must indicate the applicable deductible/self-insured retention on each policy. Deductibles or self-insured retentions above
$100,000 are subject to approval from NYSDOL. The contractor shall be solely responsible for all claim expenses and loss payments within the deductible or self-insured retention. The contractor must be solely responsible for the payment of all deductibles and self-insured retentions to which such policies are subject.

7. **Subcontractors.** Should the contractor engage a Subcontractor, the contractor shall require all Subcontractors, prior to commencement of an agreement between contractor and the Subcontractor, to secure and keep in force during the term of this contract the insurance requirements of this document on the Subcontractor, as applicable. Required insurance limits should be determined commensurate with the work of the Subcontractor. Proof thereof shall be supplied to NYSDOL.

8. **Additional Insured.** For all insurance required by the contract, except for Workers Compensation, Disability or Professional Liability coverage, the contractor shall cause to be included in each of its policies Insurance Service Officer (ISO) form CG 20 10 11 85 (or a form or forms that provide equivalent coverage) and form CA 20 48 10 13 (or a form or forms that provide equivalent coverage) naming as additional insureds: The People of the State of New York, the New York Department of Labor, any entity authorized by law or regulation to use the contract and their officers, agents and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to NYSDOL following contract award and prior to commencement of the work to be performed by the contractor hereunder, and thereafter upon renewal and/or within three (3) days of request. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For contractors who are self-insured, contractor shall be obligated to defend and indemnify the above-named additional insured in the same manner that contractor would have been required to pursuant to this section had contractor obtained such insurance policies.

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

By requiring insurance, the State does not represent that certain coverage and limits will necessarily be adequate to protect the contractor and such coverage limits shall not be deemed a limitation on the contractor's liability to the state under the Contract Agreement.

9. **Waiver of Subrogation.** Contractor shall cause to be included in each of its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against NYSDOL, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if contractor waives or has waived before the casualty, the right of recovery against NYSDOL or (ii) any other form of permission for the release of NYSDOL. The contractor shall provide a Waiver of Subrogation Endorsement upon tentative award and within three (3) days of request.

**Waiver of Subrogation Endorsement.** The CGL aggregate shall be endorsed to apply on a per project basis for contracts. Policies shall be endorsed to name The People of the State of New York, the New York State Department of Labor, as Additional Insureds, and such coverage shall be extended to afford Additional Insured status to those entities during the Products/Completed Operations term.
The CGL policy, and any umbrella/excess policies used to meet the “Each Occurrence” limits specified above, must be endorsed to be primary with respect to the coverage afforded the Additional Insureds, and such policy(ies) shall be primary to, and non-contributing with, any other insurance maintained by NYSDOL. Any other insurance maintained by NYSDOL shall be excess of and shall not contribute with the contractor’s or subcontractor’s insurance, regardless of the “Other Insurance” clause contained in either party’s policy of insurance.

10. **Excess/Umbrella Liability Policies.** Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided after renewal and upon request.

11. **Breach for Lack of Proof of Coverage.** The failure to comply with the requirements of this section at any time during the term of the contract shall be considered a breach of the terms of the contract and shall allow the People of the State of New York, NYSDOL, any entity authorized by law or regulation to use the contract and their officers, agents and employees to avail themselves of all remedies available under the contract or at law or in equity.

12. **Notice of Cancellation or Non-Renewal.** Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the contractor shall provide NYSDOL with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of the contract.

### B. Insurance Requirements

The contractor must cause all insurance to be in full force and effect as of the commencement date of this contract and to remain in full force and effect throughout the term of this contract and as further required by this contract. **As further required by this contract, Products - Completed Operations coverage will be maintained for a period of not less than 3 years from the time this contract is completed or through the end of the manufacturer’s stated warranty period whichever is later.**

The contractor must not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect. The contractor, throughout the term of this contract, or as otherwise required by this contract, shall obtain and maintain in full force and effect, the following insurance with limits not less than those described below and as required by the terms of this contract, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

1. **Commercial General Liability Insurance** with a limit of not less than $5,000,000 for each occurrence. Such liability shall be written on the ISO occurrence form **CG 00 01 01 96**, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage.

   a) For construction contracts only, if such insurance contains an aggregate limit, it shall apply separately on a per job basis.
b) Policy shall include bodily injury, property damage and broad form contractual liability coverage.

c) General Aggregate $5,000,000

d) Products – Completed Operations Aggregate $2,000,000

e) Personal and Advertising Injury $1,000,000

f) Coverage shall include, but not be limited to, the following:
   i. premises liability;
   ii. independent contractors;
   iii. blanket contractual liability, including tort liability of another assumed in a contract;
   iv. defense and/or indemnification obligations, including obligations assumed under this contract;
   v. cross liability for Additional Insureds;
   vi. products/completed operations for a term of no less than 5 years, commencing upon acceptance of the work, as required by the contract; and
   vii. contractor means and methods.

g) The following ISO forms must be endorsed to the policy:
   i. CG 00 01 01 96 or an equivalent – Commercial General Liability Coverage Form
   ii. CG 20 10 11 85 or an equivalent – Additional Insured-Owner, Lessees or Contractors (Form B)

C. Business Automobile Liability

Commercial Auto Liability insurance covering liability arising out of the use of any motor vehicle in connection with the work, including owned, leased, hired and non-owned vehicles bearing or, under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New York to bear, license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least $1,000,000 and shall name NYSDOL as additional insured. The limits may be provided through a combination of primary and umbrella/excess liability policies.

D. Technology Errors and Omissions Insurance

Contractor and any subcontractor retained by the contractor to work on the contract shall procure and maintain during, and for a period of three (3) years after completion of the contract, Technology Errors and Omissions Insurance in the amount of $5,000,000 for each claim, and $10,000,000.00 in aggregate for claims for damages arising from computer related services including the following: consulting, data processing, programming, system integration, software development, installation, distribution or maintenance, systems analysis or design, training, staffing or other support services, any electronic equipment, computer hardware or software developed, manufactured, distributed, licensed, marketed or sold. The Technology Errors and Omissions Insurance may be issued on a claims-made policy form, in which case the contractor shall purchase at its sole cost and expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.

E. Cyber Liability Insurance

Contractor and any subcontractor retained by the contractor to work on the contract shall procure and maintain during, and for a period of three (3) years after completion of the contract, Cyber Liability Insurance for claims and losses with respect to network or data risks (such as data breaches, release of confidential information, unauthorized access/use of Information, and identity theft) with minimum limits of not less than $5,000,000 for each claim, and $10,000,000 in aggregate. The Cyber Liability
Insurance may be issued on a claims-made policy form, in which case the Vendor shall purchase at its sole cost and expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed.

5.2.8 Workers’ Compensation Law

Compliance with requirement for workers’ compensation and disability benefits insurance coverage: After receipt of contract award letter, successful bidder must provide NYSDOL with proof of compliance with workers’ compensation and disability insurance coverage requirements set forth in Sections 57 and 220(8) of the Workers’ Compensation Law.

To comply with the coverage provisions of Section 57 businesses must be legally exempt from obtaining workers’ compensation insurance coverage; or obtain such coverage from insurance carriers; or be self-insured or participate in an authorized group self-insurance plan. Successful bidder must provide one of the following forms to the Department:

- **C-105.2 Certificate of workers’ compensation insurance** (business’ insurance carrier should be able to provide this form to NYSDOL)
- **SI-12 Certificate of workers’ compensation self-insurance or Form GSI-105.2 Certificate of Participation in Workers’ Compensation Group Self-Insurance** (business contacts the Workers Compensation Board’s (WCB) self-insurance office at 518-402-0247)
- **GSI-105.2 Certificate of participation in workers’ compensation group self-insurance** or **Form U-26.3** issued by the State Insurance Fund (business’ group self-insurance administrator should be able to provide this form to NYSDOL).

To comply with the coverage provisions of Section 220(8) businesses may be legally exempt from obtaining disability insurance coverage; obtain such coverage from insurance carriers; or be self-insured. Successful bidder must provide one of the following forms to NYSDOL:

- **DB-120.1 Certificate of disability benefits insurance**, or
- **DB-155 Certificate of disability benefits self-insurance** (business contacts the WCB’s self-insurance office at 518-402-0247).
- **CE-200 (noted above)**.

Contracts will not be forwarded to the successful bidder until they have provided NYSDOL with proof of compliance with workers’ compensation and disability insurance coverage requirements set forth above.

5.2.9 Publicity

Publicity includes, but is not limited to, news conferences, news releases, advertising, brochures, reports, discussions and/or presentations at conferences or meetings. The inclusion of agency materials, agency name(s), or other such reference to New York State and/or NYSDOL in any document or forum is considered publicity. News releases or any other public announcements regarding this project may not be released without prior approval from NYSDOL.
5.2.10 Americans with Disabilities Act (ADA)

The successful bidder must comply with all applicable requirements of the Americans with Disabilities Act (ADA), codified at Title 42 of the United States Code, Section 12101 et seq., the ADA Amendments Act of 2008 (ADAAA), (Pub.L. 110-325, effective January 1, 2009) and associated regulations, including, but not limited to, those located in 28 C.F.R. Part 36. The successful bidder must comply with all applicable requirements of the New York State Human Rights Law, codified in the Executive Law Sections 290 to 301 and applicable regulations implemented pursuant to that law. The successful bidder must warrant to NYSDOL that the successful bidder is in compliance with both the ADA and its regulations and the New York State Human Rights Law and its regulations.

Any products developed as a result of this RFP must be in a format that can be converted for use by individuals with disabilities to meet the reasonable accommodation standards established by the ADA and ADAAA, and any applicable regulations.

5.2.11 Remedies for Breach

It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law. In the event of contractor’s material breach, which remains incurred for more than thirty (30) days after written notice to the contractor, the Commissioner may pursue any of the actions in “A” through “D” below:

A. Cover/Substitute Performance

In the event of contractor’s material breach, the Commissioner may, with or without formally bidding same:

1. Purchase from other sources; or
2. If, after making reasonable attempts, under the circumstances then existing, to timely obtain acceptable service or acquire replacement product of equal or comparable quality, the Commissioner is unsuccessful, the Commissioner may acquire replacement of lesser or greater quality.

Such purchases may, in the discretion of the Commissioner, be deducted from the contract quantity and payments due contractor.

B. Withholding of Payment(s)

In any case where a question of non-performance by contractor arises, payment may be withheld in whole or in part at the discretion of the Commissioner. Should the amount withheld be finally paid, a cash discount originally offered may be taken as if no delay in payment had occurred.

C. Reimbursement of Costs Incurred

The contractor agrees to reimburse NYSDOL promptly for any and all additional costs and expenses incurred for acquiring acceptable services, and/or replacement Product. Should the cost of cover be less than the contract price, the contractor shall have no claim to the difference. The contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the contractor, all costs and expenses expended or incurred by NYSDOL in connection therewith, including reasonable attorney’s fees, shall be paid by the contractor.

D. Deduction/Credit

Sums due as a result of these remedies may be deducted or offset by NYSDOL from payments due, or to become due, the contractor on the same or another transaction. If no deduction or only
a partial deduction is made in such fashion the contractor shall pay to NYSDOL the amount of such claim or portion of the claim still outstanding, on demand. The Commissioner reserves the right to determine the disposition of any rebates, settlements, restitution and/or liquidated damages, which arise from the administration of the contract.

5.2.12 Outstanding Liabilities

All outstanding liabilities and UI contributions, if any, due to NYSDOL from the contractor, or from contractor’s partners, officers, agents or Subcontractors engaged in providing services under the contract other than contributions being contested by any such party, must be satisfied prior to contract execution or a payment schedule arranged for timely satisfaction of such outstanding liabilities.

5.2.13 Public Officers Law and Ethics Requirements

"No statewide elected official, state officer or employee, member of the legislature, legislative employee or political party, chairman or firm or Association of which such person is a member, or corporation, ten per centum or more of the stock of which is owned or controlled directly or indirectly by such person, shall (i) sell any goods or services having a value in excess of twenty-five dollars to any state agency, or (ii) contract for or provide such goods or services with or to any private entity where the power to contract, appoint or retain on behalf of such private entity is exercised, directly or indirectly, by a state agency or officer thereof, unless such goods or services are provided pursuant to an award or contract let after public notice and competitive bidding. This paragraph shall not apply to the publication of resolutions, advertisements or other legal propositions or notices in newspapers designated pursuant to law for such purpose and for which the rates are fixed pursuant to law."

A State officer or employee may not solicit, accept or receive a gift of more than nominal value from, among others, any person or entity registered as a lobbyist or a client. New York Public Officers Law §73(5). It is also unlawful for a registered lobbyist or client to offer or provide such a gift to a public official. New York Legislative Law §1-m. Gifts of any value cannot be solicited, accepted or received, if doing so would constitute or create a conflict or appearance of such a conflict with the proper discharge of the employee’s duties. It is the Department of Labor’s policy not to accept anything, regardless of the value. Please be advised that offering, providing, soliciting, accepting or receiving complimentary attendance to certain kinds of events, such as receptions at which hors d’oeuvres or alcoholic beverages are served, may constitute a violation of the Legislative Law and/or the Public Officers Law provisions with respect to unlawful gifts.

Contractors, consultants, vendors, and subcontractors may hire former State Agency or Authority employees. However, as a general rule and in accordance with New York Public Officers Law §73(8), former employees of the State Agency or Authority may neither appear nor practice before the State Agency or Authority, nor receive compensation for services rendered on a matter before the State Agency or Authority, for a period of two years following their separation from State Agency or Authority service. In addition, former State Agency or Authority employees are subject to a “lifetime bar” from appearing before the State Agency or Authority or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with the State Agency or Authority.

The Contractor and its Subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the “Ethics Requirements”). The Contractor certifies that all of its
employees and those of its Subcontractors who are former employees of the State and who are assigned to perform services under this Contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by the Contractor or its Subcontractors and who is disqualified from providing services under this Contract pursuant to any Ethics Requirements may share in any net revenues of the Contractor or its Subcontractors derived from this Contract. The Contractor shall identify and provide the State with notice of those employees of the Contractor and its Subcontractors who are former employees of the State that will be assigned to perform services under this Contract, and make sure that such employees comply with all applicable laws and prohibitions. The State may request that the Contractor provide it with whatever information the State deems appropriate about each such person’s engagement, work cooperatively with the State to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. The State shall have the right to withdraw or withhold approval of any Subcontractor if utilizing such Subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The State shall have the right to terminate this Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

5.2.14 Independent Contractor

It is understood and agreed that the legal status of the contractor, its agents, officers and employees and/or subcontractors under this contract is that of an independent contractor, and in no manner shall they be deemed employees of the State, and therefore are not entitled to any of the benefits associated with such employment. The contractor agrees, during the term of this contract, to maintain at contractor’s expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including worker’s compensation, disability and UI, and to provide the State with certification of such insurance upon request. The contractor remains responsible for all applicable federal, state and local taxes, and all Federal Insurance Contribution Act (FICA) contributions.

5.2.15 Non-Waiver

The failure by NYSDOL to require performance of any provision of the resultant contract shall not affect NYSDOL’s right to require performance at any time thereafter, nor shall a waiver of any breach or default of the resultant contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

5.2.16 Vendor Responsibility

A. General Responsibility

The contractor shall at all times during the contract term remain responsible. The contractor agrees, if requested by the NYSDOL Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

B. Suspension of Work (for Non-Responsibility)

NYSDOL Commissioner or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this contract, at any time, when he or she discovers information that calls into question the responsibility of the contractor. In the event of such suspension, the contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the contractor must comply with the terms of the
C. Termination (for Non-Responsibility)

Upon written notice to the contractor, and a reasonable opportunity to be heard with appropriate NYSDOL officials or staff, the contract may be terminated by the NYSDOL Commissioner or his or her designee at the contractor's expense where the contractor is determined by the NYSDOL Commissioner or his or her designee to be non-responsible. In such event, the NYSDOL Commissioner or his or her designee may complete the contractual requirements in any manner he or she deem advisable and pursue available legal or equitable remedies for breach.

5.2.17 Integration, Merger & Order of Precedence

This bid and any resultant contract shall incorporate by reference the following documents as if set forth herein at length and constitute the entire Agreement between parties.

In the event of any discrepancy, disagreement or ambiguity between this Agreement and any Appendices, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity:

A. Appendix A

B. This Agreement including all Appendices, Attachments, and Exhibits

C. RFPs including Questions and Answers and all Appendices, Attachments, Exhibits, and Certifications

D. The successful bidder’s proposal

The parties understand and agree that any and all deviations or exceptions taken by contractor to the Department's RFP are hereby withdrawn except only to the extent that such exceptions or deviations have been explicitly incorporated into this Agreement.

5.2.18 Primary Contractor

The State requires that the contract for the services addressed in this RFP be issued to one primary contractor. This contractor shall be responsible for the development, implementation and maintenance of all services in this contract offer. The bidder must identify all other service providers and equipment manufacturers being used to meet contractual obligations. As the prime contractor, it will be the responsibility of the successful bidder to maintain those services and equipment, if applicable, and to be the sole point of contact with such manufacturers and service providers with respect to contractual obligations. All contractors must be aware of, and apply, the requirements of the Omnibus Procurement Act of 1992 shown in Appendix A of this RFP.

5.2.19 Subcontracting

The contractor's use of subcontractors shall not diminish the contractor's obligations to complete the work in accordance with the contract. The contractor shall control, coordinate and be responsible for the work of subcontractors. The contractor shall be responsible for informing subcontractors by written contract of the terms, conditions and requirements of the contract. The State reserves the right to approve all subcontractors prior to their assumption of duties on behalf of the contractor.
5.2.20 Liquidated Damages

Liquidated damages may be assessed for delays or defaults in contract performance. The State reserves the right to assess liquidated damages via adjustments to contractor’s monthly payments. If liquidated damages are assessed, adjustments to contractor’s monthly payments may occur prior to the contractor initiating any challenges through the dispute resolution process.

The State may assess liquidated damages each time the requirements of this contract are violated unless the State agrees to waive the violation in writing. Payment of such liquidated damages shall not relieve the contractor of its obligations to remedy any breach of the requirements of this Contract.

The following list of issues may cause, at the State’s reasonable discretion, the assessment of liquidated damages in the amounts identified.

A. Deliverable Due Dates/ Implementation Plan Delays
   Liquidated damages in the amount of $2,000 per day may be assessed for the first week and $2,500 for each day during the subsequent weeks that implementation deliverables including but not limited to successful bidder’s pre-implementation testing benchmarks are delayed in which the delay was caused by the successful bidder's actions.

B. Warranty – see Section 2.23 of this RFP

C. Service Level Agreement for Operations – see Section 2.26 of this RFP

D. Breach or Security Incident – see Section 5.2.25 of this RFP.

5.2.21 Dispute Resolution

The parties will endeavor in good faith to resolve any disagreement between them. The contractor and the State agree to use the following procedure to review their performance or to resolve disputes.

A. Problems which cannot be solved by supervisory staff will be set down in writing and submitted to the designated State and contractor representatives for resolution.

B. Disputes which cannot be resolved by the designated State and contractor representatives will be resolved by the Commissioner of the Department of Labor, or the Commissioner’s designee.

C. If the contractor does not agree with the findings of the Commissioner of the Department of Labor, or the Commissioner’s designee, the contractor may pursue any legal or equitable remedies it may have.

D. During the course of the disagreement, or if the contractor pursues any legal or equitable remedy outside the State, it will continue to provide services according to the contract until such proceedings are concluded, provided the State continues to make the required payments under the contract.

5.2.22 Patent and Copyright Infringements

The contractor must fully indemnify, defend and save harmless the State, its officers, employees, and agents, from and against any and all losses, liabilities, judgments, damages, awards and costs (including legal fees and expenses), arising out of or related to any claim of, or action for, infringement of a patent, or of any copyright, trademark, trade secret or other third party intellectual property rights in each case to the extent caused by intellectual property provided by or through contractor and used to perform the services, without limitation. The foregoing provisions of this paragraph will not apply to the State’s misuse
or modification of such intellectual property, the State’s failure to use corrections or enhancements made available by the contractor; the State use of the intellectual property in combination with any product or information not provided by the contractor, where such misuse, modification or combination gives rise to the infringement. The State will give the contractor:

A. Prompt written notice of any action, claim or threat of infringement suit, or other suit;
B. The opportunity to take over, settle or defend such action, claim, or suit at the contractor’s sole expense; and
C. Assistance in the defense of any such action at the expense of the contractor.

In the event that an action at law or in equity is commenced against the State or NYSDOL arising out of the performance of this Agreement by the contractor, its officers, partners, employees, subcontractors, or agents and if the contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification and defense provisions set forth herein, the contractor, after receiving notice of such action, must immediately notify the State, in writing, specifying to what extent the contractor believes it is obligated to defend and indemnify under the terms and conditions of this Agreement.

5.2.23 General Indemnification and Liability Terms

A. Neither the contractor, nor the State shall be liable for any delay or failure in performance beyond its control resulting from acts of war, hostility or sabotage; act of God; electrical, internet, or telecommunications outage that is not caused by the obligated party; or government restrictions, or other force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such force majeure events upon performance of their respective duties under this Agreement. If such event continues for more than ninety (90) days, either party may terminate all or any agreed upon portion of the service(s) immediately upon written notice. This Article does not excuse either party’s obligation to take reasonable steps to follow its normal disaster recovery procedures, or the State’s obligation to pay for service(s) provided by the contractor which have been approved by the State.

B. The contractor shall be fully liable for any act or omission of the contractor, its employees, subsidiaries, affiliates, partners, agents and subcontractors, and shall fully indemnify, defend and hold harmless the State, their officials, agents and employees, without limitation, from suits, actions, damages and costs of every name and description (including reasonable attorney’s fees and expenses) arising from personal injury (including wrongful death) and/or damage to real or tangible personal property (including electronic systems, software, and databases) caused by act or omission of the contractor, its employees, subsidiaries, affiliates, partners, agents or subcontractors; provided, however, that the contractor shall not be obligated to indemnify the State for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State.

The State shall give the contractor:

1. prompt written notice of any action, claim, suit, proceeding, or threat of such action relating to the agreement;
2. the opportunity to take over, settle, or defend any such action, claim, suit, or proceeding at contractor’s sole expense; and
3. reasonable assistance in the defense of any such action at the expense of contractor.

C. For all other claims, liabilities, and expenses arising under or related to the agreement where
liability is not otherwise set forth in the agreement as being without limitation, and regardless of
the basis on which the claim is made, the contractor shall be fully liable for any act or omission of
the contractor, its employees, subsidiaries, affiliates, partners, agents or subcontractors. Such
liability by contractor for direct damages under this Agreement shall not exceed, in aggregate, the
greater of the dollar amount of this Agreement, or two (2) times the charges paid to the contractor
as of the date the claim arose. Unless otherwise specifically stated herein, neither party shall be
liable for consequential, indirect, punitive, special, or economic consequential damages, even if
such party has been advised of the possibility of such damages.

D. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings,
even if such party has been advised of the possibility of such damages.

E. The State may, in addition to other legal remedies available to it, retain from amounts otherwise
due contractor such money as may be necessary to satisfy any indemnified claim for damages
and the like asserted against contractor.

5.2.24 General Confidentiality, Non-Disclosure, Information Security, Ownership, and
Security

A. Definition

The term “Confidential Information” shall mean any and all information which is accessed, disclosed
by either party (“Owner”) to the other (“Recipient”) verbally, electronically, visually, or in written or
other tangible form which is either identified or should be reasonably understood to be confidential or
proprietary. Confidential Information may include, but not be limited to, trade secrets, computer
programs, software, documentation, formulas, data, inventions, techniques, marketing plans,
strategies, forecasts, customer lists, employee information, financial information, confidential
information concerning Owner’s past, current, or possible future products or methods, including
information about Owner’s research, development, engineering, purchasing, manufacturing,
accounting, marketing, selling, leasing, and/or software (including third party software).

B. Treatment of Confidential Information

Owner’s Confidential Information shall be treated as strictly confidential by Recipient and shall not be
disclosed by Recipient to any third party except to those third parties operating under non-disclosure
provisions no less restrictive than those in this Section and who have a justified business “need to
know.” This Agreement imposes no obligation upon the parties with respect to Confidential
Information which either party can establish by legally sufficient evidence: (a) was in the possession
of, or was rightfully known by the Recipient without an obligation to maintain its confidentiality prior to
receipt from Owner; (b) is or becomes generally known to the public without violation of this
Agreement; (c) is obtained by Recipient in good faith from a third party having the right to disclose it
without an obligation of confidentiality; (d) is independently developed by Recipient without the
participation of individuals who have had access to the Confidential Information; or (e) is required to
be disclosed by court order or applicable law provided notice is promptly given to the Owner and
provided further that diligent efforts are undertaken to limit disclosure.
C. **Confidentiality of UI and Tax Information**

The contractor must comply with all confidentiality provisions of the New York State Labor Law and the New York State Tax Law governing the confidentiality of State UI and tax information, and with all New York State Department of Labor and/or New York State Department of Tax and Finance rules, policies and procedures implementing such provisions (see e.g., Labor Law Section 537 and Tax Law Section 697) and other applicable laws.

1. All information about the State’s UI benefit operations not covered by the State confidentiality rules described above must be kept confidential as if such information was so covered.

2. The contractor must cause all officers, employees, agents, partners and subcontractors engaged in providing services under the contract to sign an agreement, provided by the State, to adhere to the confidentiality provisions of the Labor Law and the Tax Law, prior to working on the project.

D. **Confidentiality Agreement**

The contractor understands that in the performance of the service(s) under the agreement, the contractor, its employees, directors, officers and subcontractors may receive or have access to Confidential Information, and agrees that the contractor, its employees, directors, officers and subcontractors are: (i) required to take all appropriate action to protect the confidentiality of all Confidential Information supplied to it or developed by it during the course of its performance under the agreement; (ii) required to abide by all State confidentiality policies and procedures; and (iii) prohibited from copying, removing, communicating, or otherwise revealing any Confidential Information of State. The contractor further agrees to sign a Confidentiality Agreement provided or approved by the State and setting forth the obligations of the contractor to preserve the confidentiality of such Confidential Information prior to having access to any such information, which shall include the requirement that all employees, directors, officers and subcontractors of the contractor who are engaged in the performance of the agreement, or who otherwise have access to Confidential Information, will sign the Non-Disclosure Agreement provided or approved by the State setting forth their obligations to preserve the confidentiality of such Confidential Information prior to having access to any such information.

For purposes of this Section, Confidential Information shall include, but not be limited to:

1. Personal information about individuals, e.g., home addresses, home telephone numbers, social security numbers, payroll information, account numbers, health status, etc.

2. Computer codes or other electronic or non-electronic information, the disclosure of which could jeopardize the security of the State’s computer systems.

3. Any other material designated by the State, verbally or in writing, as being “Confidential”.

E. **Security**

The contractor shall be required to comply with all applicable facility and information security policies and procedures (both present and future) of the State in performing the service(s) under this agreement.

The contractor may not connect any non-State computer or telecommunications equipment to the State network; personal and corporate laptop computers are included in this prohibition.

Neither the contractor nor any of its officers, directors, employees, subsidiaries, affiliates, partners, agents or subcontractors, shall at any time, either during the term of or after completion or termination of this Agreement, make any statement to the press or issue any material for publication through any
media of communication bearing on the service(s) performed or data collected under the agreement, without prior written approval of the State, unless otherwise required by law.

The contractor agrees that it is responsible for complying with such security procedures and any amendments thereto. If such procedures are violated, each party agrees to promptly notify the other of any such breach. The State and the contractor shall mutually agree to any security procedures that are applicable to service(s) provided hereunder.

F. Survival

The provisions of this Section 5.2.24 shall survive termination or expiration of this Contract.

5.2.25 Breach or Security Incident

All successful bidder staff having access to Confidential Information must sign a Non-Disclosure Agreement prior to having access to such Confidential Information.

A. Upon notification of award the successful bidder must provide the State with a copy of its breach policy/protocol, and verify that its employees and agents are aware of its obligations regarding its breach policy/protocol.

B. The successful bidder must agree to be responsible for complying with any and all notifications and other required actions pursuant to State Technology Law Section 208 and/or General Business Law Section 899-aa, together with all costs attendant to such notices.

C. The successful bidder must agree to the following

“Breach”: Breach is defined as such term is defined at Section 208(1) (b) of the State Technology Law and Section 899-aa(c) of the General Business Law.

“Security Incident”: In the absence of direct evidence of a Breach, a Security Incident is defined as any occurrence where it can be reasonably assumed that Private Information (as such term is defined at Section 208(a) of the State Technology Law), Personal Information (as such term is defined at Section 202(5) of the State Technology Law), sensitive data or information, confidential data or information, and/or protected data or information was exposed, accessed or disclosed without authorization.

With respect to a Breach, the successful bidder agrees to abide by all requirements of Section 899-aa of the General Business Law and Section 208 of the State Technology Law. In addition to any notice required under Section 899-aa of the General Business Law and Section 208 of the State Technology Law, successful Bidder agrees to notify NYSDOL of the Breach. Successful bidder agrees to commence an investigation as to the scope of the Breach, and take any and all steps to restore security to NYSDOL data. Successful bidder must provide, at no cost to NYSDOL, contemporaneous copies of any documents produced by any such investigation and any forensic reports (including but not limited to audits and security reports) prepared due to the Breach. In light of the costs to NYSDOL due to delayed notification of a Breach, successful bidder agrees to pay liquidated damages pursuant to Section 5.2.20 of this RFP and in the amount of $5000.00 for each day of failure to abide by the Breach notification requirement. Payment of such liquidated damages will not release successful bidder from any obligations set forth herein. Liquidated damages will be assessed pursuant to Section 5.2.20 of this RFP.

With respect to a Security Incident, the successful bidder must agree to immediately (within 24-hours of discovery of the Security Incident or facts from which it is reasonable to conclude that such Security Incident has occurred) notify the State of the Security Incident and immediately
(within 48 hours) and at its own cost, commence an investigation as to the scope of the Security Incident, and take any and all steps to restore security to the State’s data. The successful bidder must provide, at no cost to the State, contemporaneous copies of any documents produced by any such investigation and any forensic reports (including but not limited to audits and security reports) prepared due to the Security Incident. In light of the costs to the State due to delayed notification of a Security Incident, the successful bidder must agree to pay liquidated damages pursuant to Section 5.2.20 of this RFP and in the amount of $5000.00 for each day of failure to abide by the Security Incident notification requirement. Payment of such liquidated damages will not release the successful bidder from any obligations set forth herein.

1. The successful bidder must first consult with the State prior to notifying any individual whose private information, personal information, sensitive data or information, confidential data or information, and/or protected data or information has been subject to a Security Incident.

2. Unless directed by a law enforcement agency, the successful bidder must first consult with the State prior to informing the Consumer Protection Board, the Attorney General’s Office, the NYS Office of Information Technology Services, or any consumer protection agencies of the Security Incident.

3. If requested by the State, the successful bidder must agree to provide, as soon as practicable and at its own cost, notice to any and all individuals whose private information, personal information, sensitive data or information, confidential data or information, and/or protected data or information has been subject to a Security Incident.

4. In the event of notification to any individual of Security Incident, the successful bidder must agree to pay the costs of any actions required (including but not limited to notification costs and fraud prevention/notification services) for each individual notified.

D. The provisions of this Section 5.2.25 shall survive termination or expiration of this Contract.

5.3 Termination Options

The contract resulting from this RFP shall be subject to the following termination provisions:

5.3.1 Mutual Consent

The resulting contract may be terminated by mutual consent of the contracting parties.

5.3.2 Convenience

NYSDOL shall have the absolute 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. Notice of Contract Termination shall be effective upon dispatch.

5.3.3 Cause

NYSDOL shall have the absolute right to terminate the resulting contract for cause upon the failure of the contractor to comply with the terms and provisions of the contract. In that event, NYSDOL will give the contractor written notice specifying the contractor’s failure via registered or certified mail with return receipt requested. Notice of Contract Termination shall be effective immediately upon dispatch. NYSDOL may, in its sole discretion, elect to suspend contract performance or provide a cure period prior to termination.
5.3.4 Bankruptcy

Upon the filing of a petition in bankruptcy or insolvency by or against the contractor, the resulting contract shall be terminated immediately without termination costs to the State.

5.3.5 Funds Availability

In the event that funds become unavailable, the State shall deem the resulting contract terminated immediately without termination costs.

5.3.6 Lobbying Law

NYSDOL reserves the right to terminate the resulting contract in the event it is found that the certification filed by the contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, NYSDOL may exercise its termination right for cause by providing written notification to the contractor in accordance with the terms of the contract.

5.3.7 Consultant Disclosure Legislation

NYSDOL reserves the right to terminate the resulting contract in the event it is found that the Consultant Disclosure forms filed by the contractor in accordance with New York State Finance Laws §§ 8, 22 and 163 were intentionally false or intentionally incomplete. Upon such finding, NYSDOL may exercise its termination right for cause by providing written notification to the contractor in accordance with the terms of the contract.

5.3.8 Public Officers Law

NYSDOL reserves the right to terminate the resulting contract in the event it is found that the contractor has violated any part of the Public Officers Law or Legislative Law. Upon such finding, NYSDOL may exercise its termination right for cause by providing written notification to the contractor in accordance with the terms of the contract.

Bidder Responsibility

By submitting a proposal in response to this RFP, the bidder represents that it has read and agrees to all the terms and conditions noted above in addition to the attached Appendix A, Standard Clauses for New York State Contracts.
Attachments

Attachment A  Use Cases and Functional Requirements
Attachment A-1  Use Case Compliance
Attachment A-2  Use Case Requirement Catalog
Attachment A-3  Common Service Compliance
Attachment A-4  Business Rule Compliance
Attachment A-5  Actor Catalog
Attachment A-6  Task Catalog
Attachment A-7  Use Case Catalog
Attachment A-8  Correspondence, Forms, Reports Catalog
Attachment A-9  Business Rules Catalog
Attachment A-10  Use Case Response
Attachment B  Nonfunctional Requirement Configurability
Attachment C  Requirements Management Evaluation Criteria
Attachment D  New York State Current Architecture Details
Attachment D-1  Architectural Requirement Response
Attachment E  Interface Catalog
Attachment F  System Wide Requirement Compliance
Attachment G  Data Migration Architecture Considerations
Attachment H  Intentionally Omitted
Attachment I  Bidder Certification to Requirements and Catalogs
Attachment J  Training and Employment Guidance Letter (TEGL) No. 31-04
Attachment K  Notice of Intent to Bid
Attachment L  Bidder’s Project Experience Reference Form
Attachment L-1  Site Visit Information
Attachment M  Personnel Resume Summary (Instructions)
Attachment M-1  Proposed Project Manager Minimum Qualifications Summary
Attachment M-2  Proposed Lead System Architect Minimum Qualifications Summary
Attachment M-3  Proposed Lead Data Architect Minimum Qualifications Summary
Attachment M-4  Proposed Lead Software Developer Minimum Qualifications Summary
Attachment M-5  Proposed Lead Business Analyst Minimum Qualifications Summary
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## Appendices

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