



COMPETITIVE PROCUREMENT FOR:

RFP C140369A WCB SYSTEMS MODERNIZATION

PROCUREMENT WEBSITE: [HTTP://WWW.WCB.NY.GOV/PROCUREMENTS.JSP](http://www.wcb.ny.gov/procurements.jsp)

DESIGNATED CONTACT FOR INQUIRIES AND SUBMISSIONS

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RFP related questions must be submitted via electronic mail using the Inquiries Template Form (Attachment 3) to the designated contact for this RFP at WCBContracts@wcb.ny.gov

No other method of inquiries will be accepted. Administrative issues pertaining to sending/receiving email through the designated mailbox may be reported at (518) 402-6190.

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SECTION 1 - OVERVIEW

1.1 PURPOSE OF REQUEST FOR PROPOSAL

The New York State Workers' Compensation Board (WCB), in conjunction with the New York State Information Technology Services (ITS) (WCB and ITS will be referred to collectively, herein, as "the State" or "NYS"), is issuing this Request for Proposal (RFP) to seek proposals from responsive and responsible vendors for the design of a custom developed, cloud hosted solution for the modernization and conversion of the WCB's multiple legacy paper-based systems to a single state-of-the-art, web-based technology. Additionally, the selected vendor will provide professional services such as training and change management and develop and implement specific systems as outlined below. The selected vendor will provide the services and resources outlined in this RFP using industry best practices. Several exhibits are included as part of this RFP to provide an understanding of the workers' compensation system, existing ITS architectural framework as well as background material on the WCB's Business Process Re-engineering Program.

The Contract term will be determined based on the project schedule contained in the selected vendor's proposal, but shall not exceed five years. Exhibit 10 illustrates the project organization and governance structure for the project, pursuant to the contract awarded.

1.1.1 Design

During the design phase, the Contractor shall architect a technical solution that satisfies the functional requirements, non-functional requirements and operational needs of all internal and external stakeholders. The Contractor shall define the foundation and structure of the system in terms of system hardware, system software, and supporting tools as well as develop the strategy for distributing various system components across the architecture. The solution design must include support for all business goals and system features as outlined in Section 2.3.

NYS will provide for the deployment environments of the solution and seeks a Design that provides NYS with maximum deployment and infrastructure flexibility, portability, and scalability. Vendor design proposals should not include hosting or infrastructure services. The Contractor will be responsible for designing, building, and deploying the solution to be fully redundant, fault tolerant and fully support disaster recovery across primary and secondary cloud providers/datacenters for all components and application tiers including but not limited to web, app, data integration, and data.

1.2 AGENCY INTRODUCTIONS

1.2.1 Workers' Compensation Board (WCB)

The New York Workers' Compensation Board (WCB) employs approximately 1,100 dedicated individuals charged with administering workers' compensation benefits, disability benefits, World Trade Center (WTC) volunteer benefits, volunteer firefighters' benefits, volunteer ambulance workers' benefits, and volunteer civil defense workers' benefits as well as supporting Paid Family Leave (PFL). WCB's core mission is to protect the rights of employees and employers by ensuring the proper delivery of benefits to those who are injured or ill, and by promoting compliance with the law.

Workers' compensation benefits provide weekly cash payments and the cost of full medical treatment, including rehabilitation, for covered employees who become disabled as a result of a disease or injury connected with their employment. Benefits may also be paid to qualified dependents of workers who died as a result of a compensable injury or illness. Disability benefits are paid when covered employees become disabled as a result of a disease or injury that is not connected to their employment. PFL is an employee-funded program for working families to bond with a new child, care for a seriously ill family member or take

time off due to a family member's active or impending active duty. Most payments are made directly to the employee by their employer's insurance company.

New York State employers are required to provide coverage for these benefits to their employees. The Workers' Compensation Law (WCL) states that employers may provide this coverage in one of the following ways: by insuring and keeping insured the payment of such compensation from (1) the State Insurance Fund; (2) any insurance carrier authorized to transact such business in New York State; or (3) by becoming self-insured.

Information on the current WCB business structure is located in Exhibit 3.

1.2.2 The Office of Information Technology Services (ITS)

1.2.2.1 Mission, Vision, and Values Statement

MISSION	To create and deliver innovative solutions that foster a technology-enabled government to best serve New Yorkers
VISION	To lead the nation in serving citizens, businesses, and visitors through world-class technology
VALUES	Accountability, Citizens, Innovation, Integrity, People, Transformation

1.2.2.2 Formation of ITS

In 2012, New York State consolidated information technology (IT) functions and service delivery from over 52 State agencies into a single agency. This consolidation represents the largest IT consolidation in State government history. The ITS workforce is comprised of approximately 4,000 professionals and serves over 120,000 end users. Historically, IT systems and applications were primarily decentralized within individual State agencies supported by internal agency teams working with disparate IT tools, methods, and varied technical platforms. Now, ITS is transforming IT across the State to offer world-class service that provides a consistent and high-quality experience for end users and citizens using an IT environment that:

- Maximizes existing resources;
- Meets agency business needs with world-class customer service;
- Creates a talented, innovative IT workforce;
- Increases accountability; and
- Provides cost savings.

SECTION 2 - PROJECT SUMMARY

2.1 MINIMUM BIDDER QUALIFICATIONS

Bidders must meet the minimum qualifications set forth in Attachment 20. Failure to meet all of the requirements in this attachment will result in the Proposal being deemed non-responsive and eliminated from consideration.

2.2 PROJECT BACKGROUND (CURRENT STATE)

The WCB is responsible for resolving claims for Workers' Compensation benefits, Disability Benefits, World Trade Center Volunteers, and Volunteer Firefighter and Ambulance Workers. The WCB's process for administering the NYS workers' compensation system is one of the most complex in the nation. The complexity of the WCB's claims process is the result of a number of factors: the diversity of the types of claims, the laws and regulations that govern the workers' compensation system, the WCB's internal policies and procedures, and the tremendous volume of paper forms and documents received on an annual basis. Resolving disputes that arise within claims currently consumes a large percentage of WCB staff time and resources. The systems that support the processing and adjudication of workers' compensation claims and paid family leave are described in Exhibit 4.

These systems were developed as standalone systems on the PowerBuilder platform. The systems were designed and implemented to address internal WCB efficiencies and for use only by WCB employees. Integration across these systems is inadequate and web-based access is limited and does not support the full needs of external stakeholders. These systems are now approaching 20 years old and do not adequately address the changing functional or informational needs of the WCB or its stakeholders.

2.3 BUSINESS GOALS (FUTURE STATE)

To meet the emerging needs of the system, the WCB started a multi-phase Business Process Re-engineering (BPR) initiative in 2013 to review its existing business processes and aging core technologies. The BPR initiative focused on examining the efficiencies of the WCB's internal and external processes in order to identify ways to improve the WCB's claims system to better meet the needs of stakeholders and to fundamentally transform the workers' compensation system to a system that is integrated, accessible and efficient, resulting in an improved experience for injured workers and employers. The findings from the first phase of the BPR initiative, are located on the WCB's website at: <http://www.wcb.ny.gov/BPR/Foundation.jsp>. These documents will assist bidders in understanding the strategic vision, as well as future state recommendations that were developed in collaboration with external stakeholders.

The objective of this BPR initiative is to:

- Make the Workers' Compensation processes more responsive to the needs of internal and external stakeholders;
- Maximize operational efficiencies within the Workers' Compensation Board;
- Ensure prompt delivery of benefits;
- Improve access to quality medical care;
- Decrease cost through improved processes for all stakeholders; and
- Improve internal and external stakeholder performance.

The new web-based, custom developed system will be a self-service, role-based application that will serve the needs of both the external stakeholders and the WCB employees. The new system (referred to herein as "Business Information System" or "BIS"), is expected to support the following high-level user groups:

- Medical Providers - 20,000+ authorized medical providers
- Attorneys - 2,500+ active attorneys and licensed representatives
- Carriers/Self-Insureds/TPA (Payors) - 300+ companies underwrite insurance and 60 third-party administrators
- Injured Workers - 9 million covered workers
- Employers - 625,000 employers
- WCB Employees - 1,100 employees

The new system will facilitate the flow of information between the various system stakeholders identified above and improve the transparency within the system. Instead of submitting paper forms to the WCB, system stakeholders will interact directly with the system and electronically enter information directly into the system in real-time, resulting in immediate access to all parties that have access to the case. The new system shall support the following high level, core functions:

- Intake - In the future, the WCB envisions an electronic intake system, including electronic submissions, automated notifications and data capture directly into the web-based system.
- Claims and Issue Resolution – The processing of workers' compensation claims and disability benefits claims with disputed issues, as well as Paid Family Leave (PFL) no-insurance and discrimination cases using automation and workflow technologies. The assignment and processing of workers' compensation cases by WCB employees will be independent of the geographic location of the injured worker.
- Medical - Resolution of disputes involving medical issues including, but not limited to, tests, treatment and procedures. The WCB will be developing a web-based Medical Authorization Portal that will allow

users to submit authorization and variance requests for medical treatment electronically which replaces the need to submit these requests on paper forms. For additional information on the Medical Authorization Portal, refer to Exhibit 4. In addition, the new system shall support the resolution of disputed medical bills.

- **Compliance** - Stakeholder performance against established key performance standards. Currently, the WCB monitors Payor performance standards for timely submission of First Report of Injury, timely first payment of indemnity benefits, timely submission of Subsequent Report of Injury showing first payment, timely first installment payments, and timely submission of Controversy along with Percentage of Claims Controverted. Employers are also monitored to ensure that all employers have valid and appropriate workers' compensation, disability and PFL coverage for their employees.
- **Adjudication** - Resolution of issues when Board intervention is required. Resolution may be through an informal process, such as the current proposed decision process, or through a formal hearing process with a Workers' Compensation Law Judge. The WCB's law judges conduct approximately 290,000 hearings per year across the state-at various hearing points. Although, it is expected that the future state environment will require fewer hearings over time, the hearing function will continue to be a critical component of the adjudication process. The hearing function is currently supported by an automated calendaring and hearing notice process and resolution generation process. The future state system shall automate components of the hearing process, including but not limited to, the scheduling of hearings, and the creation and distribution of hearing notifications and decisions as described in Exhibit 5 – Business Requirements.
- **Request for Administrative Review** - Stakeholders may request administrative review of a decision. The future state will require the development of an integrated resolution drafting process and serving of the Memorandum of Decision.

Exhibit 4 illustrates the technology solution concept including descriptions of the stakeholder capabilities, new technology components to be developed, and the anticipated integration points between the new solution and existing systems that will remain in place.

SECTION 3 - REQUIREMENTS

3.1 SOLUTION REQUIREMENTS

The Contractor's solution shall satisfy the business needs and objectives described in this RFP. The solution shall share data with other WCB and NYS enterprise systems as described in Exhibit 4. The solution shall substantially satisfy the business requirements defined in Exhibit 5.

In addition to supporting the core functions of the WCB claims management process, as described in Section 2.3, the solution shall provide the following features:

1. **On-Line Registration** - The solution will require the design and development of a corresponding On-Line Registration and account provisioning system for stakeholders. The solution shall integrate seamlessly with NYS' enterprise Identify Management solution (currently NY.gov) and include plans for the execution of a data migration from the WCB's existing registration databases.
2. **User Experience** - The solution shall provide an intuitive user experience. All applications and transactions will be designed utilizing interaction design best practices and a human-centric approach, informed by the behaviors, needs and goals of users (both external and internal). Expected research, design, and validation approaches are described in Exhibit 8: "ITS Experience Design Approach" and Exhibit 9: "ITS Usability Testing Approach".
3. **Secure** - The solution shall operate in compliance with current New York State and industry best practices for information security. Each registered user shall have role-based access to information and features based on business need, information privacy and confidentiality considerations.
4. **Leveraged Data** - The solution shall be built around a rationalized data architecture and pre-populate fields with existing data, where possible.
5. **Enabled Self-Service** – The solution shall enable Stakeholders to engage in self-service in meaningful, relevant, role-appropriate ways. Stakeholders shall be able to view data, upload and download

information, run reports, send inquiries, sign up for notifications, and more. The solution shall enable more efficient, secure data sharing and dissemination to system Stakeholders.

6. Automated Workflow - The solution shall provide automated workflows, which are driven by business rules and employ straight-thru processing. The automated workflows shall be utilized for internal WCB processes, as well as leveraged to support external stakeholder interactions within the new web-based system. Such automated workflows may include, but shall not be limited to, auto-assembly, requests for action, and notifications. To the maximum extent possible, WCB business staff shall have the ability to configure and/or modify the workflow in such a way as to keep up with changing business processes and priorities. This would include such things as approver lists, decision parameter values, number and name of queues and staff queue assignments. Design tools shall be installed in such a way as to allow designated business users the ability to change and test these workflows without impacting existing live production activities.
7. Web-Based Applications - All Stakeholder components of the solution shall be web-enabled, with a clean and consistent visual design, and intuitive navigation. The solution shall be functional and adaptable on all browsers that comprise 2% or more of the user base (according to WCB website analytics), including mobile device browsers.
8. Stakeholder Communications - The solution shall enable stakeholders to select communication methods that include (as appropriate) electronic, texting, web-based, and paper. The solution communication methods must adhere to the NYS Language Access policy (<https://www.governor.ny.gov/news/no-26-statewide-language-access-policy>).
9. Device Independent - Responsive web design techniques shall be utilized so that customers are able to access and easily navigate the systems with desktops, laptops, tablets and mobile smart phones. Employee facing applications should be tablet/touch optimized.
10. Electronic Data Interchange (EDI) - The WCB's existing eClaims (IAIABC FROI-SROI) process will continue to be the major intake mechanism by which injury reports are collected from the Claim Administrator community (aka Payors). The Contractor shall be responsible for integrating existing eClaims data as well as upgrading the WCB's existing IAIABC Claim's EDI 3.0 platform to the current-version of the IAIABC Claims EDI.
11. Quality, Metrics and Continuous Improvement - The solution shall drive internal performance management to enable high quality customer interactions and outcomes.
12. Business Intelligence Tools, Performance Measures and Reporting - The solution shall also enable an industry focus for better policy development through integration with business intelligence tools. Payors and employers, in particular, shall be integrated into the solution such that their performance is tracked and specific interventions can be taken earlier to prevent lapses in coverage (employers) and payments (payors).
13. Interaction with Other Systems' Master Data - The solution shall enable data sharing with Department of Labor, Department of State, State Education Department, and other sources of master data.
14. Scanning - The solution shall support the scanning and uploading of paper submittals.
15. Electronic Submissions - The solution shall support electronic submission of data.
16. Automated Correspondence Generation - The solution shall support the automated generation of WCB correspondence to external stakeholders and include support for multiple languages in adherence with NYS Language Access policy (<https://www.governor.ny.gov/news/no-26-statewide-language-access-policy>). The solution shall support multiple output channels for delivery of correspondence including postal mail, email, portal, FTP pickup, and local printing. The solution support for postal mail must integrate with the NYS OGS print shop for handling of high speed printing and mailing operations.
17. Real-time Components - The solution shall be comprised of web-based real-time components as well as critical batch based processes (e.g. EDI processing, calendaring, multi-lingual correspondence generation, etc.).

3.2 SCOPE OF WORK

3.2.1 Project Management

3.2.1.1 Project Management Approach

Project Management is defined as the communication mechanisms, controls, tasks, and procedures that the Contractor will use to manage all the tasks identified in this solicitation. It is the discipline that employs the Contractor's knowledge, skills, and abilities to achieve project goals.

Using a structured project management methodology, the Contractor shall provide overarching management of the entire project including, but not limited to, work planning, issue tracking and escalation, monitoring project execution and status reporting. The Contractor's project management approach shall include, but not be limited to, the following:

- Daily project planning and project management;
- Resource planning in conjunction with NYS management;
- An established escalation plan for resolving project issues;
- Ongoing identification, assessment, and prioritization of risks;
- A well-defined project plan, organized in a phased approach, which provides achievable and demonstrable milestones and deliverables;
- Project management, which facilitates the timely meeting of project milestones; and
- An established method of reporting project status.

3.2.1.2 Initial Start-Up Work Plan

At the time of contract signing, the Contractor shall provide an initial start-up work plan, detailing all activities to be undertaken during the first 60 days of the project. This plan will form the basis for the next deliverable, the Complete Project Work Plan. Additionally, the initial start-up work plan will provide NYS with information regarding planned activity during the first two months of the project and will indicate when NYS personnel will need to be available for consultation. The initial start-up work plan shall identify all deliverables which will be completed within the first 60 days of the contract term, including start dates, completion dates, hours to complete, dependencies, Contractor and NYS resources assigned and project milestones. (Refer to Table 1 in Section 3.3 for required timelines for the project deliverables.)

3.2.1.3 Project Plans

The Contractor shall assist NYS with refining the project charter and defining NYS resource needs.

The Contractor shall develop a project management plan that includes plans for:

- Scope Management
- Communication Management
- Issue Management and Escalation
- Risk Management
- Quality Management
- Staffing/Resource

The Contractor shall develop a complete project work plan that includes all activities necessary to successfully complete all project deliverables. NYS is open to the vendor's use of either a waterfall, agile or a hybrid methodology for iterative system development.

The Contractor will be required to develop additional plans for the project, including but not be limited to: quality assurance, testing, data conversion, data bridging, implementation rollout, system capacity, migration and transition. This additional planning is essential to providing a successful and efficient modernization system for NY.

The Contractor shall substantially satisfy all detailed project planning and management requirements as specified in Attachment 23 – Requirements Verification and Traceability Matrix Section 1.

3.2.2 Organizational Change Management

The implementation of the new technology solution will bring about significant changes to the way that NYS does business, resulting in operational, organizational and cultural changes for NYS Workers' Compensation staff and its stakeholders. The new solution will introduce new technology business enablers such as business rule management, business process management and business intelligence. The success of the project depends on how well NYS staff and external stakeholders can transition from the current state to the future state. In order to facilitate a seamless transition, the Contractor shall provide change management services to ensure that changes are implemented smoothly and successfully by attending to the wider impacts of the changes. Through its provision of change management services, the Contractor will prepare, equip and support NYS staff to successfully adopt change in order to drive organizational success and outcomes.

The Contractor shall apply a structured methodology and lead change management activities including:

- Leading communication efforts
- Assessing the change impact and facilitating adoption
- Supporting training efforts

The Contractor shall substantially satisfy all detailed organizational change management requirements as specified in Attachment 23 – Requirements Verification and Traceability Matrix, Section 2.

3.2.3 Analysis

NYS has initiated efforts to begin to understand WCB's business processes, needs and constraints for the modernization of the WCB's legacy systems. NYS has taken a dedicated business analysis approach to begin developing as-is business process flows, high level business requirements and additional business analysis artifacts and tools.

The Contractor shall be required to leverage previous analysis work done by NYS and to work closely with the NYS Business Analysts team throughout the project lifecycle.

During the analysis phase, the Contractor shall conduct an initial analysis and review of the available business analysis documentation and artifacts to ensure and validate that the high-level business requirements and associated documentation are sufficiently defined and structured. The Contractor shall revise the existing documentation and develop additional documentation, as necessary, in consultation with NYS.

The Contractor shall conduct facilitated requirements work sessions with NYS project team and subject matter experts to define the detailed functional requirements, non-functional requirements, data definitions, business rules, and security settings necessary for the new system. The detailed requirements should include business process improvements to gain efficiencies. The Contractor shall manage the requirements and maintain requirements traceability to ensure that business needs are tied to detailed requirements (such as business rules, data elements and use cases) and that the detailed requirements are tied to deliverables.

The Contractor shall substantially satisfy all detailed requirements for analysis phase activities and deliverables as specified in Attachment 23 – Requirements Verification and Traceability Matrix, Section 4.

Expected experience design activities during the analysis phase such as research driven user/scenario modeling are detailed in Exhibit 8: "ITS Experience Design Approach". These activities should be integrated into the project plan so that their timing informs other work streams in the most optimal manner.

3.2.4 Design

During the design phase, the Contractor shall architect a technical solution that satisfies the functional requirements, non-functional requirements and operational needs of all internal and external stakeholders. The Contractor shall define the foundation and structure of the system in terms of system hardware, system software, and supporting tools as well as develop the strategy for distributing various system components

across the architecture. The solution design must include support for the all business goals and system features as outlined in section 2.3.

It is the goal of New York State to build a solution that is highly portable and scalable and provides for maximum flexibility. Design principles should provide NYS with abstraction of physical infrastructure and location and cloud provider. Additionally, the Contractor will, ultimately, be responsible for designing, building, and deploying the solution to be fully redundant, fault tolerant and fully support disaster recovery across primary and secondary cloud providers/datacenters for all components and application tiers including but not limited to web, app, data integration, and data.

Exhibit 4 (Technology Solution Concept) depicts and describes the conceptual design of the solution which includes the elimination of numerous WCB legacy systems as well as integrations with existing WCB applications that will remain in place. In addition to defining the technical architecture, design activities include: designing the user experience; designing system components and interfaces; documenting technical specifications for developers enabling them to build and test the system; designing test plans; and preparing for data migration and integration.

The Contractor shall substantially satisfy all detailed requirements for design phase activities and deliverables as specified in Attachment 23 – Requirements Verification and Traceability Matrix, Section 5.

It should be noted that although the WCB's Insurance Compliance system (IC2) will not be modernized as part of this engagement, the Contractor shall incorporate the Insurance Compliance business requirements as part of the overall technical and data architecture of the solution. This is to create a foundation for the future IC2 modernization. The Insurance Compliance business requirements are documented in Exhibit 6.

The data architecture design must include the elimination of redundant data sets (i.e. Employers, Claim Administrators, Claimants, Medical Providers) currently in place across multiple enterprise applications. This will result in a solution design that requires data integration between the new solution and existing WCB applications that will remain in place (as outlined in Exhibit 4 and Attachment 23).

Expected experience design activities during the design phase such as prototyping and usability testing of those prototypes are detailed in Exhibit 8: "ITS Experience Design Approach" and Exhibit 9: "ITS Usability Testing Approach". These activities shall be integrated into the complete project work plan.

3.2.5 Implementation

During implementation, the Contractor shall build and validate the new system to the point at which it can be turned over for system acceptance. Included in the implementation phase is the construction of all in-scope components of the system, including data integrations as well as utilities required to adequately prepare and load data.

The Contractor shall be solely responsible for constructing the complete end-to-end solution as defined during Design activities, including all data integrations as well as any changes required to existing WCB applications that remain in place (as outlined in Exhibit 4). Working in tandem with the Contractor Technical Lead, the NYS ITS Technical Lead will provide technical oversight during all implementation activities.

Implementation of the solution will result in the retirement of numerous WCB legacy systems as outlined in Exhibit 4. As a result, implementation activities shall include the migration of data from legacy systems to the new solution. Implementation shall also include development activities related to the modifications of remaining WCB applications to satisfy data integration requirements of the new solution (as outlined in Exhibit 4).

Individual system components and utilities shall be constructed and tested to ensure that they perform to the technical and functional specifications. Logically related components of the system shall be assembled and tested as single units, and a complete end-to-end system test shall be performed including all data integration areas. Testing results shall be validated with traceability to the business, functional, and non-functional requirements for the solution.

Usability testing should continue during the implementation phase and is distinctly separate from other testing efforts. This and other expected experience design implementation activities and considerations are detailed in Exhibit 8: "ITS Experience Design Approach" and Exhibit 9: "ITS Usability Testing Approach".

The implemented solution shall enable the WCB to achieve all business goals and shall include all system features as outlined in section 2.3. User-related documentation and training materials shall be developed and technical documentation for the on-going maintenance and support of the system shall be created by the Contractor.

The Contractor shall substantially satisfy all detailed requirements for implementation activities and deliverables as specified in Attachment 23 – Requirements Verification and Traceability Matrix, Section 6.

3.2.6 Training and Knowledge Transfer

The WCB's system will be a mission-critical system that will be used on a daily basis by internal employees and external stakeholders. Appropriate training for users will be critical to facilitating the successful implementation and daily use of this system. Accordingly, as part of the implementation of the new system, the Contractor shall create a plan for knowledge transfer and training, create training materials (i.e. presentations, reference guides, manuals, videos and workbooks), conduct training throughout NYS and facilitate knowledge transfer. All training materials shall be approved by NYS prior to being used.

Trainings shall be designed with the specific roles and system needs of the internal end-users and external stakeholders, including Call Center Staff (approximately 115 staff) in mind. Training of WCB staff statewide will include, but shall not be limited to, conducting train the trainer, system administrator sessions, and training super users in the following roles: Customer Service Representatives, Claims Examiners, Workers' Compensation Law Judges, Conciliators, and Medical Director Office staff.

Training for internal employees shall include:

- Train the trainer – Train the trainer is a technique that teaches participants to be instructors themselves. The WCB plans to use its own employees as instructors for additional internal end-user training.
- Super user – Super user training provides participants with an understanding of how the system has been implemented to support the business. The WCB will identify a small group of Super users that understand process areas and how their assigned departments function. The Super Users will have full access to all functionality in the system, including create, read, update and delete. They may assist with training end users on business processes and system use.
- System administrator – System Administrator training will prepare designated internal staff for managing the system configuration, account setup, creating and maintaining workflows, etc.

The level of training that will be expected for each type (roles) of end users and the expected volumes of end users is dependent on the role access that will be defined during the design activities of this engagement. Training of external stakeholders will include, but shall not be limited to, training end users in the following roles: Providers (20,000+ authorized medical providers), Attorneys (2,500+ active attorneys and licensed representatives), Payors (300+ companies that underwrite insurance and 60 third-party administrators), Injured Workers (9 million covered workers) and Employers (625,000 employers).

In addition to training end users how to use the system, the Contractor shall be responsible for transferring its knowledge regarding system implementation, operation, maintenance and use to designated NYS staff. The process of knowledge transfer will include working side by side with NYS staff during the implementation, to educate and assist NYS staff with the performances of any implementation activity that NYS will be responsible for once the implementation process has been completed. Such activities may include, but shall not be limited to, the following: defining and assigning security roles, developing reports, performance measures and workflows, adding fields, creating forms, and adding or modifying business rules. Successful knowledge transfer shall result in NYS staff being fully trained and prepared to utilize, operate and maintain the new system, post implementation.

The Contractor shall provide a detailed report documenting successful completion of the steps and activities outlined in the Knowledge Transfer and Training plan.

The Contractor shall substantially satisfy all detailed training and knowledge transfer requirements as specified in Attachment 23 – Requirements Verification and Traceability Matrix, Section 3.

3.2.7 Transition, Support and Maintenance

Transition Planning and Support

The Contractor shall plan for and provide transition services to assist in the successful transition of the system oversight to NYS staff. The Transition Plan shall describe the approach for successfully maintaining and managing continuity of business operations and customer support during the cutover and post-implementation period. Successful transition of system oversight from Contractor to NYS, shall result in NYS having all necessary knowledge related to all of the system development activities, including the analysis phase of the project, through and including, the design, development, testing and implementation phases of the project and post-implementation activities.

Progress related to the execution of these plans will be continuously monitored and shall be reported in the Contractor's weekly status reports. Such progress shall also be monitored and adjusted to minimize risk when the solution is fully transitioned to NYS. The Contractor shall provide a detailed report documenting successful completion of the steps and activities outlined in the Transition plan.

The Contractor shall substantially satisfy all detailed transition support and maintenance requirements as specified in Attachment 23 – Requirements Verification and Traceability Matrix, Section 7.

Post Production Support

The Contractor shall be responsible for resolving any defects for the life of the project and for 180 days after Go Live ("Period of Post Production Support"). During the Period of Post Production Support, the Contractor shall complete troubleshooting and resolution of all defects. Contractor's ongoing responsibility for resolving defects shall not include the following:

- 1) defects resulting from third party software product anomalies, interoperability or integration errors that result in improper system operations, introduce vulnerabilities, or degrade system performance; or
- 2) defects related to any hardware malfunction (e.g. infrastructure, telecommunications, network, server, desktop, Storage Area Network, printer, scanner, mailer/stuffer/sorter/etc.), third party software (or a combination of software products), patches, changes to design, or upgrades that are installed, administered, compiled, resourced, modified or misconfigured by NYS in a manner that results in improper systems operations, introduces vulnerabilities, or degrades system performance.

Such exclusions shall not preclude the Contractor from assisting NYS in identifying the cause of such defects.

The Contractor shall provide Tier 3 engineering support wherein specific ITS contacts will be the main interface between NYS and the Contractor. Tier 1 and 2 support will be provided by WCB and ITS staff.

The Contractor shall meet or exceed the Service Level Objectives set forth below. Failure by the Contractor to meet the Service Level objectives shall result in the reduction in the amount of the fee paid to Contractor for the Post Production Support deliverable for the relevant phase. Such reduction shall be determined by the State based upon the percentage of time spent resolving incidents during the period of Post Production Support and upon the percentage of incidents whereby Contractor failed to meet or exceed the Service Level objectives.

Defect Level	Severity	Maximum Response Time	Defect Resolution	Resources Applied	Hours and Days of Coverage
Level 1		2 hours	24 hours	Contractor resources will be provided to fix until completed	24x7x365
Level 2		4 hours	5 days	Contractor resources will be provided to fix until completed	7:00 am to 6:00 pm ET weekdays

Level 3	2 business days	15 days	Contractor and NYS will agree to resources provided to fix until completed	7:00 am to 6:00 pm ET weekdays
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NYS will determine the level of severity of the defect. Severity of defects are defined below.

Level 1 Defect – A problem whose nature and/or severity prevent NYS from continuing its business. A Level 1 Defect may have one or more of the following characteristics:

- A critical function of the application is not available;
- The application hangs indefinitely and/or causes other State applications to hang;
- The application crashes and/or causes other State applications to crash; and/or
- A security incident has occurred or is suspected to have occurred.

Level 2 Defect – May have one or more of the following characteristics:

- The performance, functionality or usability of one or more parts of the application are severely degraded;
- Multiple users are impacted and/or one or more business functions are unavailable or unusable by the end users; and/or
- Incorrect application business function, resulting in data integrity issues.

Level 3 Defect – A failure of a system or part thereof which has a minor impact on a State business process and can be handled on a non-immediate basis. Examples may include user requests (e.g., a report is not formatted correctly) and peripheral problems (e.g., output fails to print properly).

The Contractor shall be responsible for “Corrective Maintenance” (i.e. diagnosing and fixing defects, including but not limited to, those found by users).

ITS shall be responsible for “Adaptive Maintenance” [i.e. modifying the system to cope with changes in the software environment (as described in Exhibit 7 – Current Systems Architecture)].

Perfective Maintenance (i.e. implementing new or changed user requirements which concern functional enhancements to the software) shall be addressed through the Change Request process, as described in Appendix C, Section 1.48.

Ongoing Maintenance and Support Services

After the 180-day Period of Post Production Support, Contractor shall provide maintenance and support services to NYS as outlined in the Maintenance and Support plan and rate schedule. The Contractor shall provide a plan for providing NYS with maintenance and support (“Maintenance and Support Plan”) after the 180-day Period of Post Production Support, no later than the end of the first year of the contract term. The Maintenance and Support Plan shall include an escalation plan for contacting the Contractor, incorporating ITS service level objectives. The maintenance and support shall be performed at a rate schedule defined in Attachment 22 – Cost Proposal.

3.2.8 Key Personnel Roles and Staff

For purposes of this engagement, the following positions shall be designated as key personnel: Engagement Manager, Project Manager, Change Manager, Technical Lead/Architect, Business Analyst Lead, Lead Developer, Test Lead, Lead Trainer, Experience Lead Design, and Lead Data Architect. Key Personnel are considered to be essential to the Contractor’s ability to successfully provide the services outlined in this RFP. Accordingly, Contractor shall ensure the continued availability of key personnel on site for the duration of the contract, as specified in Attachment 23. Changes to Key Personnel, made at the request of the Contractor, will only be permitted in situations where the Key Personnel becomes unavailable due to separation from Contractor’s employment or a leave of absence from employment with Contractor. If Contractor needs to request a staffing change for any Key Personnel, for a permissible reason, the Contractor shall provide written notice to NYS, stating that a staffing change is required for a Key Personnel and identifying the permissible reason which gives rise to the need for the staffing change. If NYS approves a requested staffing change, or requests that a staffing changes be made, Contractor shall provide NYS

with the resumes of potential replacements. All proposed replacement candidates shall have equal or better qualifications than the individual being replaced. NYS will have seven (7) business days to review the resumes and select a candidate for the replacement, unless another timeframe is otherwise agreed to by NYS. Responsibility shall be transitioned to the replacement personnel in accordance with a written transition plan, which has been preapproved by NYS.

The roles for each Key Personnel shall be defined as follows:

Engagement Manager - The Engagement Manager shall be responsible for managing the contractual relationship with NYS and for overseeing contract performance. Specifically, the Engagement Manager shall, at a minimum, serve as the point of contact for NYS for contractual matters, ensure contract compliance, be responsible for successful service delivery and completion of all contract deliverables, assess and mitigate risk, and resolve disputes.

Project Manager - The Project Manager shall be responsible for facilitating and managing the provision of services under the Contract. The Project Manager shall have the overall responsibility for the successful initiation, planning, design, execution, monitoring, controlling and delivering of the contract deliverables. The Project Manager shall serve as the primary point of contact for the NYS Project Manager(s) and shall be responsible for the project management activities set forth in Section 3.2.1 of this RFP.

Change Manager - The Change Manager shall be responsible for working with NYS, to ensure that the change initiative of the BPR and the BIS implementation projects meet objectives on time and on budget by increasing internal and external stakeholder adoption and usage through outreach and training. The Change Manager shall be responsible for the change management activities specified in Section 3.2.2 of this RFP.

Technical Lead/Architect - The Technical Lead shall serve as the technical architect responsible for ensuring that the solution is implemented to meet all contractual requirements.

Business Analyst Lead - The Business Analyst Lead shall be responsible for facilitating and managing the validation and refinement of the business requirements and business rules, and for the development of the functional specifications that will be used to facilitate system/software design and development. The Business Analyst Lead shall be responsible for the analysis activities set forth in Section 3.2.3 of this RFP. NYS will support and guide the analysis efforts and all deliverables produced as part of the analysis phase of the engagement which will be reviewed by the NYS Business Analyst team.

Lead Developer - The Lead Developer shall be responsible for the application development activities and leading the development team.

Test Lead - The Test Lead shall be responsible for managing the testing activities, including UI automation, integration testing, performance and scalability testing. The Test Lead shall be responsible for defining the testing cycle, defining and overseeing the testing environments, defining processes for migrating across environments, test scheduling, and reporting on the status of testing activities. The Test Lead shall ensure that requirements and deliverables are verified and validated at each testing phase and final acceptance.

Lead Trainer - The Lead Trainer shall be responsible for identifying and defining the training needs, developing training curricula and training materials, and overseeing the delivery of training including hands-on practice sessions.

Experience Design Lead - The Experience Design Lead shall be responsible for leading the design efforts for this project in a manner that ensures delivery of a system that meets the internal and external stakeholder needs and the system requirements set forth in this RFP. The Experience Design Lead shall be available to provide support and consultation to experience design practitioners, as necessary, during development phases.

Lead Data Architect – The Lead Data Architect, working with the NYS ITS CSC Enterprise Information Management team, shall be responsible for designing and implementing the system data architecture to meet all data and system requirements.

The following Key Personnel shall be 100% dedicated to this project during the term of the contract, unless Contractor consults with NYS and obtains prior written approval for the Key Personnel to be engaged on other projects:

- Project Manager;
- Technical Lead/Architect;
- Business Analyst Lead; and
- Lead Developer.

The following Key Personnel shall be 100% dedicated to this project during project activities which require the engagement of the Key Personnel, as determined by NYS, unless Contractor consults with NYS and obtains prior written approval for the Key Personnel to be engaged on other projects during such periods of engagement:

- Change Manager;
- Test Lead;
- Lead Trainer;
- Experience Lead Design; and
- Lead Data Architect.

The requirements and qualifications for Key Personnel are specified in Attachment 24 – Key Personnel Forms.

3.2.8.1 Contractor Staff

To minimize travel cost for the contractor's staff to the NYS site, the vendor's staff who are not required to be onsite as specified in the Attachment 23-Requirements Verification and Traceability Matrix, may work remotely within the continental United States; however, such staff shall be available from 8-5 pm (EST).

All Contractor employees that have access to NYS information, systems or facilities must complete annual NYS 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) to ten (10) hours, in total, to complete and include:

- Right to Know
- Internal Controls
- Cyber Security Information and Security Awareness
- Equal Employment Opportunity: Rights and Responsibilities
- Sexual Harassment in the Workplace
- Prevention of Violence in the Workplace
- Fire Safety and Emergency Evacuation
- Language Access for GOER
- Reasonable Accommodation for the Public OR Reasonable Accommodation Series for Supervisors
- Active Shooter: What Can You Do?
- Language Access for WCB
- Confidentiality (Section 110-a)
- Ethics

There is no charge to the Contractor for NYS-provided training, although the staff hours to attend the training is the responsibility of the Contractor. The content and quantity of mandated training courses may change over the course of the contract and will be communicated by NYS to the Contractor.

The Contractor shall substantially satisfy all detailed project staffing requirements as specified in Attachment 23 –Requirements Verification and Traceability Matrix, Section 1.

3.3 PROJECT DELIVERABLES

3.3.1 Deliverable Acceptance Process

Contractor shall use Appendix G – Deliverable Acceptance Form to request written approval and acceptance by the BPR Project Director or designee of Contract Deliverables. Deliverables must meet contract requirements. There shall be no verbal acceptance or acceptance by default of a deliverable.

3.3.2 Deliverable Expectations Document (DED)

Prior to commencing work on a contract deliverable, and within a timeframe mutually agreed upon by the parties, the Contractor shall submit to NYS for approval, a DED for each deliverable. The DED will set forth the scope and content (depth and breadth) of the deliverable. Each DED shall include the format, outline and key content, including key figures, diagrams and tables, for the deliverable.

3.3.3 Table of Deliverables

The following table identifies all deliverables to be provided by the Contractor:

Table 1 – Deliverables

#	Deliverable Name	Deliverable Type	Description	Timeline
Project Management and Planning Deliverables				
1	Project Scope and Project Charter	Document	Document which defines the scope of the project, provides a preliminary delineation of roles and responsibilities, outlines the project objectives, and identifies the main stakeholders.	60 calendar days after contract term begins
2	Deliverable Expectation Documents (DED)	Document	The DED (one for each deliverable) outlines the expectations for each deliverable identified herein. The DED shall include the format, outline and key content, including key figures, diagrams and tables for each deliverable.	Prior to commencing work on the development of the deliverable
3	Project Management Plan	Document	A comprehensive project management plan that addresses how the Contractor will address key components of project management to ensure the successful delivery of the project deliverables. For purposes of this engagement, key components of project management shall include, but shall not be limited to: <ul style="list-style-type: none"> • Scope Management; • Communication Management; • Issue Management and Escalation; • Risk Management; • Quality Management; and • Staffing/Resource Plans. Each of these components is described in detail in Attachment 23 – Requirements Verification and Traceability Matrix.	60 calendar days after contract term begins
4	Project Work Plans (Startup and Complete)	MS Project/ Document	Initial Start-Up: Outlines and provides a detailed description of planned tasks for the first 60 days of the project, including: start dates, completion dates, hours to complete, dependencies, Contractor and NYS resource assignments, and project milestones. Complete: Outlines and provides a detailed description of all of the activities necessary to successfully deliver all project deliverables and to meet all contract	<ul style="list-style-type: none"> • Initial Startup - upon commencement of contract term. • Complete – 60 calendar days

#	Deliverable Name	Deliverable Type	Description	Timeline
			<p>requirements. The plan shall include, but not be limited to the following:</p> <ul style="list-style-type: none"> • List of all project deliverables, including documentation delivery milestones; • Detailed task descriptions; • Time and labor hours necessary to complete each task; • Projected dates for commencement of work and completion of work for each task; • Resource loading and task ownership for both Contractor and NYS; • Dependencies; • Critical paths; and • Key project milestones. <p>The complete project work plan shall be based on the proposed Project Work Plan submitted with the Contractor's proposal, including any modifications made during contract negotiations.</p>	<p>after contract term begins</p>
5	Weekly Status Report	Document	<p>A detailed report which provides the following information:</p> <ul style="list-style-type: none"> • Tasks planned for the reporting period; • Tasks completed during the reporting period; • Labor hours spent performing task-related work; • Estimated labor hours needed to complete each incomplete task planned for the current reporting period; • Problems and issues encountered and proposed resolutions; • Tasks planned for the next reporting period; • Planned absences for project staff; • Current schedule status; • Current risk summary, including status of mitigation and contingency actions; and • Proposed changes to the project schedule, if any. <p>Contractor shall provide relevant metrics in the status report, as appropriate.</p>	<p>Weekly, from commencement of contract term</p>
6	Executive Level Summary Reports	Document	<p>Document which details project summary information related to each of the key project indicators, including but not limited to the following:</p> <ul style="list-style-type: none"> • Cost(budget); • Schedule (Milestones); • Scope; • Risk; and • Quality (test results). <p>Contractor shall present information contained in Executive Level Summary Reports to multiple level governance groups.</p>	<p>As requested by NYS</p>
7	As-Requested Reports	Document	<p>Documents which reflect the project's status at the requested point in time. Such requested reports may include, but shall not be limited to:</p>	<p>As requested by NYS</p>

#	Deliverable Name	Deliverable Type	Description	Timeline
			<ul style="list-style-type: none"> • Gantt charts depicting start date, end date, and duration of individual tasks; • Graphical display of the project's critical path; • Percent complete status of individual tasks; • Calendar driven, manpower loading charts, by individual task, including variable man-hours per work day (for both Contractor and NYS staff); • Calendar driven, manpower loading charts, by month/week, including variable man-hours per work day (for both Contractor and NYS staff). <p>Contractor shall be prepared to automatically generate such reports, as requested by the NYS Project Director.</p>	
8	Organizational Change Management Plan	Document	<p>A detailed plan describing the process to manage and communicate organizational changes resulting from implementation of the Project.</p> <p>The plan shall include guidance regarding the following organizational change management activities:</p> <ul style="list-style-type: none"> • Creating and conducting an assessment to determine organizational readiness for change; • Developing and executing a communication strategy; • Developing plans for leadership action, stakeholder engagement, workforce transition and capability transfer. <p>The plan shall specify:</p> <ul style="list-style-type: none"> • Detailed task descriptions for organizational change management activities; • Durations and effort hours; • Start and end dates; • Resource loading and task ownership for both Contractor and NYS resources; • Dependencies; • Critical path; and • Key milestones and deliverables. 	60 calendar days after contract term begins
9	Training Plan	Document	<p>A detailed plan which describes the Contractor's strategy and approach to addressing all aspects of training and knowledge transfer.</p> <p>The plan shall, at a minimum, specify:</p> <ul style="list-style-type: none"> • Approach to training end users and system administrators; • Descriptions of course curriculum, training processes, web-based training content and training material outline(s), including reference materials; • Training schedules for all trainings (end user, train the trainer, super user and system administrator training); • Process to ensure the training was effective and how any remedial training will be addressed; and 	60 calendar days prior to the scheduling of training activities

#	Deliverable Name	Deliverable Type	Description	Timeline
			<ul style="list-style-type: none"> Plans for delivering training to those sites that do not have a computer training room. 	
10	Knowledge Transfer Plan	Document	A detailed plan, which outlines how Contractor's knowledge regarding system implementation, operation, maintenance and use will be transferred to designated NYS staff.	60 calendar days after contract term begins
11	Implementation Rollout Plan(s)	Document	<p>A detailed plan, which defines and describes the approach to successfully manage and maintain continuity of business operations and customer support during the transition from the old environment to the new environment.</p> <p>The plan shall, at a minimum:</p> <ul style="list-style-type: none"> Specify the deployment plan, strategy and schedule for implementing the transition from the legacy systems to the new environment; Specify the plan for retiring the legacy systems; Specify detailed system monitoring and human resource plans, for both Contractor and NYS staff, to support go-live (beginning on Day Zero); Define all elements of the implementation roll-out; Describe the relationship among each of the elements of the implementation roll-out; Include an implementation checklist; Identify risks and mitigation steps; Address WCB business priorities, including high level business functions that will be included in the functional rollout; Include description of legacy system dependencies; Include temporary integration requirements that may be necessary to bridge the legacy system and the new system during the phased rollout; and Include transition management plans. 	15 business days after completion of Design activity
12	Data Conversion Plan	Document	<p>A detailed document, which includes:</p> <ul style="list-style-type: none"> How the data will be extracted from the legacy systems; How the data will be converted to the new structure; How the data will be loaded to the new system; How data verification will be performed, including how error and anomalies in the conversion process will be addressed by the Contractor; and The roles and responsibilities of Contractor and NYS staff during the conversion process. 	15 business days prior to completion of Design activity
13	Data Migration Plan	Document	<p>A detailed document, which includes:</p> <ul style="list-style-type: none"> Conceptual data conversion plan; Detailed data conversion plan; Detailed source to target mapping of data to be converted, including business rules on every transformation element; 	15 business days prior to completion of Design activity

#	Deliverable Name	Deliverable Type	Description	Timeline
			<ul style="list-style-type: none"> • Sybase database system retirement plan, including all tasks required to complete this; • Data quality improvement, including: <ul style="list-style-type: none"> ➢ Data quality analysis report; ➢ Data quality mitigation plan; ➢ De-duplication of major entity types (clients, claims, etc.) that are identified by NYS and unique identity assignment for Individuals and Organizations in the to-be system • Data mapping (legacy data to new data elements); • Input and output record layouts; • Location of source and target data; • File/table sizing information; • File/table volume information; • Data conversion schedule; • A quality assurance and testing methodology and approach; and • Data validation plans. 	
14	System Integration Plan(s)	Document	<p>A detailed plan for bridging and keeping the data synchronized between all specified systems, including legacy systems, during the period when common components of the systems are in production.</p> <p>The plan shall include plans for continuously validating that common data is kept synchronous between the legacy system and the new solution.</p>	15 business days prior to completion of Design activity
15	Quality Assurance and Testing Plans	Document	<p>A detailed plan, which outlines and describes cumulative testing strategies to enable validation of all levels of the application from individual modules through a completely integrated system.</p> <p>The plan shall, at a minimum:</p> <ul style="list-style-type: none"> • Describe the Contractors Quality Assurance function, including: <ul style="list-style-type: none"> ➢ Proposed QA Team organization; ➢ QA Team functions and responsibilities; ➢ QA Team schedule for periodic meetings; and ➢ Methodologies for identifying defects or deficiencies and solutions for corrective action; • Establish quality assurance procedures and processes, risk identification, assessment, impact analysis and mitigation strategies; • Formulate quality review activities and related reporting; • Provide project monitoring and related reporting; and • Define any necessary QA staff. <p>The plan shall describe all testing activities, including but not limited to:</p> <ul style="list-style-type: none"> • Unit testing; • System testing (including security and end-to-end testing); 	15 business days prior to completion of Design activity

#	Deliverable Name	Deliverable Type	Description	Timeline
			<ul style="list-style-type: none"> • Integration testing (including security); • Performance testing; • Regression testing; • Smoke testing; • Usability testing; • Accessibility testing; • Batch testing; • User acceptance testing; and. • Data warehouse reports and ETL processes. <p>The plan shall include a defect reporting and resolution methodology that clearly defines how defects will be tracked, reported and resolved.</p>	
16	System Capacity Plan	Document	<p>A detailed plan, which itemizes the capacity needs of the system throughout the software development process (development and test) and the operational support process (production).</p> <p>The plan shall include the detailed specifications for all hardware, software and related services necessary for pre-production and production environments to be fully operational for use on the project.</p>	Within 20 business days of commencing Design activity
17	Transition Plan (for transitioning to operational support)	Document	<p>A detailed plan, describing the approach for successfully maintaining and managing continuity of business operations and customer support during the cutover and post-implementation period.</p> <p>The transition plan shall include, but not be limited to:</p> <ul style="list-style-type: none"> • The approach for preparing NYS staff for the changes; • Identified risks and corresponding mitigation steps; • Roles and responsibilities for Contractor and NYS staff during the transition period; • The dependencies in terms of schedule and deliverables; • Procedures to ensure all required data has been correctly loaded; and • Criteria used to ensure the solution is functioning correctly <p>The plan shall also address service level agreements, system account creation and management, governance levels, password assistance, role assignment, incident and problem resolution, change management processes and change implementation processes.</p>	Within 20 business days of commencing Design activity
18	User Experience Design Plan	Document	<p>A detailed plan, which defines and describes the planned experience design activities and deliverables that will occur during all phases of the project, in accordance with the ITS Experience Design Approach (Exhibit 8).</p> <p>The plan shall incorporate appropriately spaced rounds of usability testing in accordance with the ITS Usability Testing Approach (Exhibit 9).</p>	60 calendar days after contract term begins

#	Deliverable Name	Deliverable Type	Description	Timeline
			Experiences shall be designed to work within the framework, capabilities, and constraints of the solution technology.	
19	Configuration Management Plan	Document	<p>A detailed plan, which defines all configuration items and describes plans for managing the configuration of the system and maintaining the integrity of that configuration.</p> <p>The plan shall include the documentation of all configuration items (CIs), the process for changing CIs and reporting on the status of CIs.</p>	15 business days after completion of Design activity
Analysis Deliverables				
20	Experience Design Research and Analysis Summary	Document	<p>Research and analyze the needs, goals and behaviors of the system users using proven methodologies including, but not limited to, stakeholder interviews, primary user research, observation and surveys.</p> <p>Additionally, research driven user/scenario modeling shall be conducted using methods including, but not limited to, personas, scenarios, user stories and journey maps.</p> <p>Document which details the findings derived from the performance of the research and analysis work into understandable artifacts, which delineate users and interaction patterns.</p>	15 business days prior to completion of Analysis activity
21	Business Requirements Document (BRD)	Document	<p>A detailed document, which sets forth the business requirements that the new system must meet. A draft of the BRD is attached to the RFP as Exhibit 5.</p> <p>Contractor shall update and finalize the BRD. The final document shall include process models, logical data models, business rules, interface matrices and functional requirements. The document shall specify the functional, nonfunctional, interface and data requirements in sufficient detail to provide criteria for design verification.</p>	15 business days prior to completion of Analysis activity
22	Requirements Traceability Matrix	Document	<p>A matrix that provides bi-directional traceability between various associated requirements and other development artifacts such as test descriptions and results.</p>	<p>15 business days prior to completion of Analysis activity and</p> <p>Maintained throughout project lifecycle</p>
Design Deliverables				
23	Technical Solution Architecture	Document	<p>A detailed document, which defines and describes the specific Technical Solution Architecture.</p> <p>The Technical Solution Architecture shall include:</p> <ul style="list-style-type: none"> An architecture model representing the various components that comprise the system and the interrelations between those components; Infrastructure and network diagram of the IT solution; 	<p>Draft due 20 business days after completion of business requirements validation</p> <p>Final due 15 business days prior to completion of Analysis activity</p>

#	Deliverable Name	Deliverable Type	Description	Timeline
			<ul style="list-style-type: none"> • Server diagram, including network flows, ports and protocols; • Detailed design of the required technology infrastructure needed to meet the functional requirements, non-functional requirements, policy requirements, interface requirements and data requirements; and • Draft Bill of Materials (including but not limited to server, database, Akana services, and managed file transfer specifications). <p>The Technical Solution Architecture shall align with the technical requirements specified in Section 8.1 of Attachment 23.</p>	
24	Bill of Materials	Document	<p>Document which specifies Contractor's recommended specifications for the NYS solution build-out:</p> <ul style="list-style-type: none"> • Server VMs; • Network ports/protocols; • Storage requirements (including partition recommendations); • Software installations; • Load balancing; and • Physical databases. 	15 business days after NYS approval of the Technical Solution Architecture deliverable
25	Solution Design Document	Document	<p>Initially, a high-level design document, which includes, but shall not be limited to:</p> <ul style="list-style-type: none"> • Use case diagrams; • Conceptual diagram; and • System context diagram <p>After approval of the high-level version of the solution design, Contractor shall conduct the following detailed design activities and revise the Solution Design Document to include the results of such activities:</p> <ul style="list-style-type: none"> • Sequence diagram; • Activity diagrams; • Notifications; • Alerts; • Data Objects; • Data Flow Diagrams; • Operational reports; • Application style guide; • Data dictionary; • ERD's; • Web Services; • Request/Response; • Field Mappings; • Automated Workflows; • Roles/Responsibilities; • Organizations/Positions; • Auditing; • BI Analyses; • Key Performance Indicators (KPIs); • Dashboards; • Scorecards; and 	10 business days prior to completion of Design activity

#	Deliverable Name	Deliverable Type	Description	Timeline
			<ul style="list-style-type: none"> • Configurations Settings. <p>The document shall include the Data Architecture Design, including Business Analytics and Reporting Design. The Data Architecture shall include:</p> <ul style="list-style-type: none"> • Documented data requirements for all project features; • High level Data Architecture Model; • Master data identification and inventory; and • To-be Data model. <p>The document shall include the migration and conversion details for the data integration jobs and transformations that extract, transform and load (ETL) data from source systems to the Data Warehouse including data profiling and source to target mapping.</p> <p>The document shall include the migration and conversion details for the Pentaho analysis reports (aka “schemas” or “cubes”) and report designer reports (i.e. “canned” or “pixel-perfect” reports) that will need to be recreated as well as the architecture and infrastructure that will be required to support the target environment.</p> <p>The document shall include a master data management strategy approach and a description of the master data elements.</p> <p>The contractor shall provide detailed specifications within the Solution Design Document on how they will align software technologies in their proposed core solution with required agile secure software engineering characteristics and shall demonstrate the use of automation wherever applicable for the following capabilities such as, but not limited to:</p> <ul style="list-style-type: none"> • Infrastructure-as-Code • Delivery Pipeline/Workflow • Build Automation including Orchestration • Package Environments for Configuration Management • Monitoring including Real-time notifications and capability for Postmortem analysis • Test Environments and • Use of Cloud environments wherever applicable 	
26	Modular Design Specifications	Document & Prototypes	A detailed document which describes the extensible design pattern specifications that will serve as a reference during Implementation for visual design, user interface design, and user interaction design so that screens and flows that have not yet been prototyped can be assembled in a modular way from validated and expertly designed patterns/components.	10 business days prior to completion of Design activity
27	Performance Specifications	Document	A detailed document which specifies and defines the system performance expectations and a strategy for meeting them given anticipated system usage and peak processing loads.	20 business days after completion of Design activity

#	Deliverable Name	Deliverable Type	Description	Timeline
28	Data Warehouse Integration Design	Document	Design data warehouse integration and prepare a document which: <ul style="list-style-type: none"> Identifies all data sources; Defines the logical dimensional models for all data flows; Details all source to target mapping from data sources to the data warehouse; and Data dictionary describing the data in terms of its meaning, relationships to other data, origin, usage, and format and includes mappings to the legacy data fields. 	10 business days prior to completion of Design activity
29	ETL Solutions	Document	Construct and document any new ETL solutions required for the as-is and to-be Enterprise Data Warehouse, including any staging and/or operational areas.	15 Business days after NYS acceptance of DW Integration Design
Implementation Deliverables				
30	Software Component List	Document	A document which lists all proposed software components for the new solution.	20 business days after start of Design activity
31	Version Control and Release Management Plan	Document	A document which describes plan for ensuring that application code/configuration migrations to pre-production and production environments originate from the version control solution and allow for controlled testing and roll-back. Describes plans for maintaining project code base and supplying it to the build and release management system for converting it to working releasable software. It also describes plans for providing information about changes that are included into the release.	30 business days after completion of Design activity
32	Test Description Documents	Document	Documents which describe each type of test identified in the QA Plan. The documents shall include, but not be limited to: test inputs, test scripts, expected outcomes and re-test activities.	15 business days prior to commencement of testing activity
33	Test results	Document	A detailed document which describes the testing results, identifying the individual tests (as defined in the QA Plan) that were performed, the outcomes of each test, the list of defects/findings identified as a result of these tests, defect/finding severity analysis, actionable recommendations and the results of any subsequent retests.	Ongoing daily during test activity 10 business days after the completion of each round of testing
34	Data Migration results	Document	Written report of results on the data migration process. Report shall validate, in accordance with the Data Migration Plan, that all migrated data has been correctly loaded to the new system. The report shall include a listing of all anomalies organized by source system and mitigation plans for resolving anomalies.	Ongoing during Data Migration activity

#	Deliverable Name	Deliverable Type	Description	Timeline
35	Data Integration Validation Report	Document	Written report which validates that common data is kept synchronous between the legacy system and other WCB systems and the new solution.	As directed by NYS
36	Acceptance Test (UAT) Results	Document	A document which describes the acceptance tests that were performed, the detailed outcomes of the tests, a list of defects identified as a result of these tests, and the results of any subsequent retests.	Ongoing; daily during UAT
37	Defect Tracking and Resolution Report	Document	Report which describes how and when all critical and major defects prior to, and 180 days post-Go-Live, will be resolved. The report shall include, but not necessarily be limited to: <ul style="list-style-type: none"> • Scope; • Schedule; • Resources; and • Approach to resolving the defects. The report shall describe how and when (relative to Go-Live) all non-critical and non-major defects will be resolved.	Daily during implementation and post go-live
38	Implementation Rollout Report	Document	A report documenting the status of all planned rollout activities identified in the Implementation Roll-Out plan.	Weekly during rollout and in accordance with the Rollout Plan
Security Deliverables				
39	Information Security Plan	Document	A document which communicates how security has been implemented within a system or application in order to protect information and avoid or mitigate risk to the confidentiality, integrity and availability of information. The plan shall include, but not be limited to, the following: <ul style="list-style-type: none"> • Security roles and responsibilities; • System criticality level; • Information classification; • System security profile objectives; • System profile; • System decomposition; • Vulnerability and threat assessments; and • Security controls documentation. 	15 Business days prior to completion of design activities
40	Application Access Control Matrix	Document	Document which defines which actors have access to what objects and the actions that actors can perform on each object.	15 Business days prior to completion of design activities
41	Disaster Recovery Objectives	Document	Document which identifies the requirements which will be included in the Disaster Recovery Plan, including but not limited to, Recovery Time Objective (RTO) and Recovery Point Objective (RPO), and identifies the steps to recover the application from its various components.	15 Business days prior to testing

#	Deliverable Name	Deliverable Type	Description	Timeline
Transition, Support and Maintenance Deliverables				
42	Transition Report	Document	Detailed report documenting the status of all transition and cutover activities	Weekly throughout project lifecycle and final report at project closeout
43	Systems Operations Manual	Document	Document which provides detailed procedures for maintaining and supporting the system post-implementation. The manual shall include, but not be limited to, essential information needed to support daily operations, special operations, troubleshooting and all other tasks required to keep the system running within the expected performance limits and to prevent unplanned outages.	30 business days prior to cutover
44	Operational System	System	Complete and comprehensive deliverables for each phased rollout are reviewed, revised, and accepted by NYS.	In accordance with Contractor's Implementation Plan
45	Post Production Support Report	Document	Document that describes the results of post-production support of each phased rollout	180 days after go-live of each phased rollout
Organizational Change Management Deliverables				
46	Business Process Improvement Recommendations	Document	<p>Document which details business process recommendations for WCB to consider, based on the validation of the business requirements and process flows.</p> <p>The recommendations shall be based on the analysis activities and shall include:</p> <ul style="list-style-type: none"> • Analysis summary; • Options to fulfill the requirements; • Impact assessment of each option, including identification of any legislative regulations, administrative rules and NYS policies/procedures that may require development or modification in order to implement specific process changes; • Recommended option; and • Estimated cost/schedule impact. 	As identified in the Analysis and Design activities
47	Business Process Descriptions	Document	<p>Document which describes how work is processed in the new environment. The document shall include, but not be limited to:</p> <ul style="list-style-type: none"> • A description of what internal and external stakeholders should expect in terms of business process changes, written at an appropriate level, without technical terms; • A description of the high-level features and the major business functions that will be available in the new solution, as well as the Graphical User Interface; • A description of how the WCB staff will interact with automated features of the new solution; 	During Design activities

#	Deliverable Name	Deliverable Type	Description	Timeline
			<ul style="list-style-type: none"> • A discussion of the processes that may continue to be manual in nature after implementation of the new solution of the new solution; • A mapped comparison, for each defined role, of the processes performed in the legacy system versus the processes that will be performed in the new environment; • Process flow diagrams; • A discussion of how data will be entered and accessed from the solution; • A description of how data will be automatically passed; and • A prototype/description of the appearance of the user's computer screen. 	
48	Organizational Change Recommendations	Document	<p>Document, which details recommendations for aligning the organization with the envisioned future state. Such recommendations shall be based on approved business process improvements and shall include, but not be limited to:</p> <ul style="list-style-type: none"> • An impact assessment for each recommended change; • Identification of any legislative regulations, administrative rules, and NYS policies or procedures that may require development or modification in order to implement specific process changes; • An analysis summary; • Generic role descriptions; • Realignment options; and • Impacts and training considerations for each recommended change. 	During design activities
Training and Knowledge Transfer Deliverables				
49	Develop Training Materials	Document	<p>Develop customized role-based training materials for each role. The role-based training materials shall include:</p> <ul style="list-style-type: none"> • Course outlines and content (including presentation materials); • Course objectives defining expected performance and expected outcomes of the training; • Printable and electronic versions of Participant Guidebooks, including exercises; • Printable and Electronic versions of Instructor Guidebooks, including exercises and answers; • PowerPoint Presentations; • User Manuals; • Frequently Asked Questions (FAQs); • Tips and Key references for navigating the system; • Job Aids; • Videos; and • Web-based training content. <p>Training materials shall be provided to WCB in an editable, electronic format prescribed by the WCB.</p>	22 business days prior to training

#	Deliverable Name	Deliverable Type	Description	Timeline
			<p>Electronic versions of the student materials shall be provided to participants prior to the scheduled training.</p> <p>The end-user training materials shall be reusable so that NYS may train additional stakeholders, as necessary, for the life of the product.</p> <p>All training materials shall adhere to NYS's accessibility format requirements, as detailed in https://its.ny.gov/accessibility, and shall adhere to the NYS Branding Guidelines.</p> <p>During the maintenance and post implementation support period, Contractor shall update impacted training materials whenever software changes, including customizations, affect the operation of the software.</p>	
50	Help Desk Scripts	Document	Detailed scripts that will assist NYS in diagnosing and addressing end-user problems.	30 business days prior to Go-Live
51	User Manuals	Document	<p>Separate reference documents for internal and external end-users, which provide instructions regarding how to operate the system in sufficient detail to enable the users to understand their roles and how to use the system. The users' manuals shall be written in non-technical language and include descriptions of;</p> <ul style="list-style-type: none"> • The key features and/or functions of the system; • The field descriptions and valid values; • System workflows; and • Use of ad hoc reporting tools and features. 	22 business days prior to training
52	System Administrators' Manual	Document	<p>Reference document for business system administrators, which includes, but shall not be limited to, specific procedures for:</p> <ul style="list-style-type: none"> • Management of user accounts, roles and security; • Checklist for error and exception diagnosis and handling; • Changing system constants and parameters (e.g. rates, deadlines, etc.); • Reviewing system and database logs for general activities, problems and trends; • Adding and modifying data elements and user-defined fields; • Creating and modifying system workflows; • Creating and modifying business rules and field validations; • Creating and modifying graphical representations of query/report results (i.e. dashboards, scorecards); • Creating and modifying document types and templates; and • Monitoring and managing interfaces and data imports/exports. 	22 business days prior to training
53	Helpdesk Knowledge Page	Document	Articles including: definitions for both a business and technical support plan, issue escalation plans, IT and business resolver group membership, IT and business support team definition, ITS and WCB support roles	22 business days prior to Go-Live

#	Deliverable Name	Deliverable Type	Description	Timeline
			and responsibilities, IT system components, and technical system architecture.	
54	Training and Knowledge Transfer Report	Document	Detailed report documenting the status of all training and knowledge transfer activities	Weekly throughout project lifecycle and final report at project closeout

3.4 BIDDER EXPERIENCE REQUIREMENTS

NYS requires the Bidder to have substantial relevant experience and expertise with providing services comparable, in scale and scope, to the project as described in this RFP. NYS understands that there may be a need for a potential Contractor to use one or more Subcontractors to satisfy certain requirements. If subcontracting is required, it is critical that the Bidder demonstrate a sound management plan to ensure Subcontractor’s compliance with all contract provisions.

The experience and qualifications requirements are specified in Attachment 21 – Bidder Experience Forms.

3.5 CONTRACTOR PERFORMANCE REQUIREMENTS

The Contractor shall be required to provide all deliverables and meet all requirements specified in this RFP, and all referenced appendices and attachments, and perform all activities and tasks required to achieve the objectives, functions, outputs and performance criteria stated therein, in a manner that is appropriate and acceptable to the State.

The State may impose performance metrics as a means of continuously monitoring the Contractor to ensure compliance with the agreed upon contract. The Contractor shall be required to meet agreed upon performance metrics as set forth in the contract. Should the State determine that the desired performance standards are not being met, the State may require the Contractor to resolve the performance deficiencies through staffing level increases and/or staffing changes. Failure to remedy performance standard issues to the satisfaction of the State may be grounds for terminating the contract.

If the Bidder’s proposal includes work to be performed by sub-contractors, the Bidder will be the prime contractor and, as such, will retain full responsibility for all aspects of the project and will be the sole contact with regard to all services performed under the contract. All services must be consistent with state and federal laws and regulations.

Submission of a proposal is an affirmation by the Bidder that its organization meets all requirements and qualifications set forth in this RFP and that its organization can perform the services required in a manner consistent with the terms of this RFP. The Contractor shall be solely responsible for meeting all requirements of this RFP.

SECTION 4 - PROCUREMENT PROCESS

4.1 PROCUREMENT LOBBYING

Pursuant to State Finance Law §§139-j and 139-k, added pursuant to §§13 and 14, respectively, of Chapter 1 of the Laws of 2005, effective January 1, 2006, this RFP includes notification of the statutory restrictions on communications between the Board and the bidder during the procurement process. A vendor is prohibited from making impermissible contacts during the “restricted period,” which extends from the posting of this solicitation in the NYS Contract Reporter through the final award and approval of the procurement contract by the Board and, when applicable, approval by OSC and the Attorney General. Impermissible contacts are those communications which a reasonable person would infer are intended to

influence the governmental procurement. The vendor is referred to State Finance Law §139-j(3) for a description of those contacts which are permissible during the restricted period. As provided by statute, regulation and/or policy, Board employees will obtain certain information when contacted during the restricted period and make entries in the procurement record with respect to all contacts and other information related to the governmental procurement.

Pursuant to State Finance Law §139-j (2)(a), the Board has designated a person or persons who may be contacted by vendors relative to this procurement. See Cover Page of this RFP.

As part of any proposal submitted in response to this RFP, the vendor shall affirm in writing that the vendor understands and agrees to comply with the statutes [State Finance Law §§139-j (3) and 139-k (6)(b)] and the Board's procedures relating to permissible contacts during the procurement process. The vendor shall also disclose any prior findings of non-responsibility. The affirmation and disclosure forms, along with the vendor's certification form, are included as part of Attachment 8. Any member, officer or employee of the Board who becomes aware that a vendor has violated the provisions of State Finance Law §139-j (3) with regard to permissible contacts during the procurement process, shall immediately refer the matter to the Board's General Counsel, who shall cause an investigation to be made. If there exists sufficient cause to believe that a violation has occurred, the vendor shall be given notice of the alleged violation and any ongoing investigation and an opportunity to be heard in response to the allegation prior to the imposition of sanctions set forth in State Finance Law §139-j (10)(b).

State Finance Law §139-j (7) requires that the Board make a determination of responsibility of the proposed contractor. It is incumbent upon the vendor to disclose any prior determination of non-responsibility made within the previous four years by any governmental entity where such prior finding of non-responsibility was due to a violation of State Finance Law §139-j or the intentional provision of false or incomplete information to a governmental entity. See State Finance Law §139-k (2) and (3). A disclosure form is included as part of Attachment 8 for that purpose. Failure to disclose prior findings of non-responsibility or to timely provide accurate and complete information shall be considered by the Board in its determination of the responsibility of the vendor.

In the event it is found that the vendor knowingly and willfully violated State Finance Law §§139-j (3) and 139-k (2), there will be a determination of non-responsibility. A finding of non-responsibility will result in no contract award to the vendor unless the award to the vendor is necessary to protect public property, health or safety and the vendor is the only source who can provide the commodity, etc., within the necessary time frame. Determinations of non-responsibility are reported to the Office of General Services. A prior determination of non-responsibility within the preceding four-year period will result in the ineligibility of the vendor to submit proposals or be awarded a contract for four years from the date of the most recent determination of non-responsibility.

4.2 ADMINISTRATIVE REQUIREMENTS AND INFORMATION

4.2.1 Issuing Office

The WCB's Issuing Officer and any applicable Alternate, for this procurement, are listed as the Designated Contact and Alternate on the Cover Page of this RFP.

If a prospective contractor does not receive a timely response from the WCB's Issuing Officer or Alternate, please contact the WCB's Office of General Counsel, in writing, at 328 State Street, 4th Floor, Schenectady, NY 12305-2318.

4.2.2 RFP Calendar

The RFP Calendar is listed below. The WCB reserves the right, in its sole discretion, to modify any event, time, or date contained in the RFP Calendar. The WCB will notify all prospective Bidders of any changes to the RFP Calendar.

	Event	Day	Date	Time
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1	Release of RFP	Friday	September 7, 2018	
2	Pre-Bid Informational WebEx Registration	Please register by Friday, September 28, 2018 @ 4 PM (EST)		
3	Pre-Bid Informational WebEx	Monday	October 1, 2018	
4	Filing Notice of Intent to Bid	Monday	October 8, 2018	2:00 PM (EST)
5	Deadline for Submission of Vendor Questions	Monday	October 8, 2018	2:00 PM (EST)
6	Official Responses to Questions Due	Monday	October 22, 2018	
7	Closing Date for Receipt of Proposals	Monday	December 17, 2018	2:00 PM (EST)
8	Technical Demonstrations/Oral Presentations	February 4-8, 2019		
9	Selection of Prospective Contractor	Wednesday	February 13, 2019	
10	Contract Negotiations End with Prospective Contractor	Wednesday	March 13, 2019	
11	Estimated Contract Term Begins	Monday	June 3, 2019	

4.2.3 Pre-Bid Informational WebEx

Attendance at the Pre-Bid Informational WebEx is optional. The Pre-Bid Conference will be held on the date and at the time specified in the Section 4.2.2, RFP Calendar. This conference will be held via WebEx only (no room will be reserved for vendor attendance).

Vendor representatives seeking to attend the Pre-Bid Conference should send an email indicating their intention to attend to WCBContracts@wcb.ny.gov to be notified of the WebEx details.

Vendors are asked to submit any written questions concerning the requirements, bid proposals, or procurement process via email to WCBContracts@wcb.ny.gov at least three (3) days before the WebEx. Neither phone nor fax inquiries will be accepted. If time permits, written questions submitted during the WebEx will be addressed. Vendor questions will also be accepted up to the deadline set forth in Section 4.2.2, RFP Calendar. Inquiries should be submitted using the format provided in Attachment 3, Inquiries Template Form.

During the Pre-Bid Information WebEx, the WCB will make best efforts to answer questions received either prior to, or during the WebEx. Any oral responses given by NYS at the WebEx are unofficial until the responses are confirmed in the Official Responses document. Notice of Intent to Bid

4.2.4 Notice of Intent to Bid

A Notice of Intent to Bid should be submitted to indicate Bidder's intention to further participate in this procurement. The format for the Notice of Intent to Bid is included in Attachment 2 – Notice of Intent to Bid. This form should be submitted to the WCB's Issuing Officer or Alternate at the address or email listed on the Cover Page of this RFP. The WCB should receive this notice by the date specified in Section 4.2.2, RFP Calendar.

Vendors are not obligated to bid based on submitting a Notice of Intent to Bid, but submission of one is encouraged. Submission of Written Questions

All inquiries concerning this RFP should be sent to the following e-mail address: WCBContracts@wcb.ny.gov.

The WCB has provided an Inquiries Template Form, Attachment 3, which provides the format/content vendors are requested to use in submitting questions. Inquiries submitted after the date and time set forth

in Section 4.2.2, RFP Calendar may not be answered. Bidders are strongly encouraged to submit inquiries as early as possible.

Administrative issues pertaining to sending/receiving email through the designated mailbox may be reported at the telephone number identified on the Cover Page of this RFP.

Any questions related to this RFP or requests for clarification, must be submitted via electronic mail to the WCB's Issuing Officer or Alternate listed on the Cover Page of this RFP by the date and time specified in Section 4.2.2, RFP Calendar. Neither phone nor fax inquiries will be accepted.

4.2.5 Accuracy of Proposal Contents

Bidders are responsible for the accuracy of their bids. All bidders are cautioned to verify the content of their proposal before submitting it to the WCB. All exceptions and deviations must be noted in bids and no adjustments may be made after an award is issued.

The WCB shall accept amendments and/or additions to a Bidder's proposal from the Bidder if such request is made in writing, and received by the WCB prior to the Closing Date for Receipt of Proposals as indicated in Section 4.2.2, RFP Calendar. Except for material received from a Bidder in response to a request by the WCB, the WCB shall not accept amendments or additions to a proposal after the Closing Date for Receipt of Proposals.

The WCB shall only accept one proposal from each Bidder. Bidder's proposal shall consist of the original proposal and any amendments and/or additions to Bidder's proposal received prior to the Closing Date for Receipt of Proposals as indicated in Section 4.2.2, RFP Calendar.

All proposals submitted become the property of the WCB. A Bidder's request to withdraw a proposal after the Closing Date for Receipt of Proposals in Section 4.2.2, RFP Calendar shall be considered at the sole discretion of the WCB.

4.2.6 Firm Offer

Each Bidder must hold its offer firm and binding for a period of at least 365 days from the Closing Date for Receipt of Proposals identified in Section 4.2.2, RFP Calendar. In the event that a proposed contract with the successful Bidder is not approved within the 365-day period, Bidder's offer shall remain firm and binding beyond the 365-day period and until the proposed contract is either approved or rejected by the NYS Comptroller, unless Bidder withdraws its proposal in writing.

4.2.7 Award Criteria

WCB will award a contract based on Best Value. A Best Value award is one that optimizes quality, cost, and efficiency and typically applies to complex services and technology contracts. WCB will evaluate responsive and responsible Bidders' proposals for all the requirements specified in this RFP, in accordance with the evaluation criteria set forth in Section 5.6, Method of Evaluation.

If Bidder's solution includes subcontractors, the WCB will consider the Bidder the prime contractor and the Bidder shall assume full responsibility for aspects of the project. The WCB reserves the right to approve (or disapprove) any or all subcontractors and the work performed by them as part of the contract with the prime contractor.

4.2.8 Notification of Award and Opportunity for Debriefing

The tentative awardee(s) will be advised of selection by the WCB through the issuance of a formal written correspondence indicating a proposed award. All Bidders will be notified, in writing, of the selection or rejection of their bids. Once an award has been made, Bidders may submit a written request for a debriefing as to why their bid did not result in an award. The written request must be received by the WCB's Issuing Officer or Alternate, identified on the Cover Page of this RFP, no later than fifteen (15) calendar days from the date of the award announcement. The purpose of the debriefing is to provide information to the Bidder about the scoring and evaluation of the requesting Bidder's proposal. The WCB will not provide a Bidder with information about another Bidder's proposal.

Should the WCB and a tentative awardee be unable to reach an agreement as to the terms of the Contract within a reasonable amount of time, as determined by the WCB, the WCB may withdraw the award and proceed to the next highest scoring Bidder.

4.2.9 Information from Workers' Compensation Board to Vendors

The WCB shall provide all information, responses to questions, and communications concerning the solicitation in writing by electronic mail to all vendors who submitted the Notice of Intent to Bid. Such information will include, but may not be limited to, answers to Bidder inquiries; RFP clarifications and amendments; and clarification of process rules. The WCB has established a procurement website for the purpose of disseminating information relating to this procurement and vendors are encouraged to monitor this website. The website URL is provided on the Cover Page of this RFP.

4.2.10 Costs Incurred Prior to Contract Approval

NYS will not be held liable for any cost incurred by the Bidder for work performed in the preparation and production of a Bid or for any work performed prior to the formal execution of a Contract or approval by the NYS Comptroller, if required.

4.2.11 Extraneous Terms

Proposals must conform to the terms set forth in this RFP. Material deviations may render the proposal non-responsive and may result in the rejection of the proposal. Therefore, extraneous terms and conditions are proposed solely at the Bidder's risk.

Proposed additional, supplemental, "or equal" or alternative terms ["extraneous term(s)"] may only be considered by the State to the extent that such extraneous term(s) constitute non-material deviations from the requirements set forth in the RFP. If the Bidder proposes to include Extraneous Terms in its official proposal, the Bidder must meet all the following requirements:

- A. Each proposed Extraneous Term shall be specifically enumerated in a separate section of the applicable submission (ex. Technical, Cost, etc.) using the template attached hereto as **ATTACHMENT 13, Extraneous Terms Template.**
- B. The "**Extraneous Terms**" section must be in writing prepared by the Bidder and shall not include any pre-printed literature or vendor forms;
- C. The writing shall identify by part, section and title the particular RFP requirement (if any) affected by the extraneous term; and
- D. The Bidder shall specify the proposed extraneous term, and the reasons therefore.

Only those terms meeting the above requirements (A) through (D) shall be considered as having been submitted as part of the formal offer.

Extraneous Term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, manufacturer's license agreements, standard contracts or other pre-printed documents), which are physically attached or summarily referenced in the Proposal, or that, in the State's sole judgment, have not been submitted in compliance with the above requirements, (A) through (D), shall not be considered as having been submitted with or intended to be incorporated as part of the official offer contained in the Proposal, but rather shall be deemed by the State to have been included by Bidder for informational or promotional purposes only.

Only extraneous terms accepted by the NYS in writing shall be expressly incorporated into the Contract. Acceptance and/or processing of a proposal shall not constitute acceptance of extraneous terms. NYS will not entertain any exceptions to Appendix A - Standard Clauses for New York State Contracts.

4.2.12 General Reservations of Rights

In addition to any and all other rights set forth herein, NYS reserves the right to:

- A. Reject any or all proposals received in response to the RFP;
- B. Withdraw the RFP at any time, at the agency's sole discretion;

- C. Make an award under the RFP in whole or in part;
- D. Disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
- E. Seek clarifications and revisions of proposals;
- F. Request best and final offers;
- G. Use proposal information obtained through site visits, management interviews and the State's investigation of a Bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the Bidder in response to NYS's request for clarifying information in the course of evaluation and/or selection under the RFP;
- H. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
- I. Prior to the bid opening, direct Bidders to submit proposal modifications addressing subsequent RFP amendments;
- J. Change any of the scheduled dates;
- K. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Bidders;
- L. Waive any requirements that are not material;
- M. Negotiate with the successful Bidder within the scope of the RFP in the best interest of the State;
- N. Conduct contract negotiations with the next responsible Bidder, should the agency be unsuccessful in negotiating with the selected Bidder;
- O. Utilize any and all ideas submitted in the proposals received;
- P. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Bidder's proposal and/or to determine a Bidder's compliance with the requirements of the solicitation;
- Q. Waive minor irregularities and/or omissions in proposals if in the best interest of the State; and
- R. In its sole discretion, reject illegible, incomplete, or vague proposals.

4.2.13 Procurement Record

The WCB shall maintain a Procurement Record which documents all decisions regarding the procurement process, particularly the quantification of criteria used to determine an award based on Best Value; or where not quantifiable, the justification that demonstrates that Best Value will be achieved pursuant to State Finance Law §163 (9)(g). The Procurement Record will be forwarded to the Office of the State Comptroller and, as applicable, to the Office of the Attorney General in support of their respective evaluation activity.

4.2.14 Important Building Access Procedures for Visitors and Hand Deliveries

To access 328 State Street, Schenectady, all visitors must check in by presenting photo identification at the Security Desk and must comply with other requirements. Bidders who intend to hand deliver bids should ask the Security Desk to contact the WCB's Issuing Officer or Alternate designated on the Cover Page of this RFP. Bidders who intend to hand deliver bids should allow extra time to comply with these procedures. **Bidders that plan to hand deliver their proposals should contact the Board's Issuing Officer or Alternate designated on the Cover Page of this RFP 48 hours beforehand to arrange for delivery and receipt. Late and/or incomplete proposals will not be considered.** Building access procedures may change or be modified at any time. This also applies to Bidders who use independent courier services. Bidders assume all risks for timely, properly submitted hand deliveries.

4.2.15 Minority- and Women-Owned Business Enterprises and EEO Requirements

NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A and 5 NYCRR 140-145 the WCB recognizes its obligation under the law to promote opportunities for maximum feasible participation of certified minority- and women-owned business enterprises and the employment of minority group members and women in the performance of WCB contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" ("Disparity Study"). The report found evidence of statistically significant disparities between the level of participation of minority-and women-owned business enterprises in state procurement contracting versus the number of minority-and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that the WCB establishes goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises ("MWBE") and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, the WCB 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 qualified MBEs and WBEs). A contractor ("Contractor") on the subject contract ("Contract") must document its good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and the Contractor agrees that the WCB may withhold payment pending receipt of the required MWBE documentation. The directory of MWBEs can be viewed at: <https://ny.newnycontracts.com>. For guidance on how the WCB will determine a Contractor's "good faith efforts," refer to 5 NYCRR §142.8.

In accordance with 5 NYCRR §142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding constitutes a breach of Contract and the WCB may withhold payment from the Contractor 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 its goals for the utilization of MWBEs 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 WCBContracts@wcb.ny.gov. Please note that the NYSCS is a one stop solution for all of your MWBE and Article 15-A contract requirements. For additional information on the use of the NYSCS to meet Bidder's MWBE requirements please see the attached MWBE guidance, "Your MWBE Utilization and Reporting Responsibilities Under Article 15-A."

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

- A. An MWBE Utilization Plan, Form MWBE 100-G (Attachment 10), with their bid or proposal. Any modifications or changes to the 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 WCB.

The WCB will review the submitted MWBE Utilization Plan and advise the Bidder of the WCB's acceptance or issue a notice of deficiency within 30 days of receipt.

- B. If a notice of deficiency is issued, the Bidder will be required to respond to the notice of deficiency within seven (7) business days of receipt by submitting to the WCB, 328 State Street, Schenectady, NY 12305, 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 WCB to be inadequate, the WCB 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.

The WCB may disqualify a Bidder as being non-responsive under the following circumstances:

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

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

The Contractor will be required to submit a Contractor's Quarterly M/WBE Contractor Compliance & Payment Report to the WCB, 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.

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 over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Contractor, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The Bidder will be required to submit a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement (Attachment 11) to the WCB with their bid or proposal.

To ensure compliance with this Section, the Bidder will be required to submit with the bid or proposal an Equal Employment Opportunity Staffing Plan, Form EEO 100-G (Attachment 9), identifying the anticipated work force to be utilized on the Contract. If awarded a Contract, Bidder shall submit a Workforce Utilization Report and shall require each of its Subcontractors to submit a Workforce Utilization Report, in such format as shall be required by the WCB on a quarterly basis during the term of the contract.

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

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors 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.

4.2.16 Service-Disabled Veteran-Owned Businesses

New York State Law

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 WCB 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 WCB 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.

I. Contract Goals

- A. WCB 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 should reference the directory of New York State Certified SDVOBs found at <https://ogs.ny.gov/Veterans/>. Questions regarding compliance with SDVOB participation goals should be directed to WCBContracts@wcb.ny.gov. 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.
- B. Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the contract.

II. SDVOB Utilization Plan

- A. In accordance with 9 NYCRR §252.2 (i), bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 (Attachment 16).
- B. The Utilization Plan shall list the SDVOBs 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 WCB.

- C. The WCB will review the submitted SDVOB Utilization Plan and advise the contractor of the WCB's acceptance or issue a notice of deficiency within 20 days of receipt.
- D. If a notice of deficiency is issued, contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to the WCB 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 WCB to be inadequate, the WCB shall notify the contractor and direct the contractor to submit, within five business days of notification by the WCB, a request for a partial or total waiver of SDVOB participation goals on Form SDVOB 200, Application for Waiver of SDVOB Participation Goals, which can be found at <https://ogs.ny.gov/Veterans>.
- E. The WCB may disqualify a bidder's proposal as being nonresponsive under the following circumstances:
 - a. If a bidder fails to submit an SDVOB Utilization Plan;
 - b. If a bidder fails to submit a remedy to a notice of deficiency;
 - c. If a bidder fails to submit a request for waiver; or
 - d. If the WCB determines that the bidder has failed to document good faith efforts.
- F. 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.
- G. Contractor further agrees that failure to use SDVOBs as agreed in the SDVOB Utilization Plan shall constitute a material breach of the terms of the contract. Upon the occurrence of such a material breach, the WCB shall be entitled to any remedy provided herein, including but not limited to, a finding of contractor non-responsibility.

III. Request for Waiver

- A. Prior to submission of a request for a partial or total waiver, contractor shall speak to the Contracts Office at the WCB for guidance. Waiver requests must be sent to the WCB at WCBContracts@wcb.ny.gov.
- B. In accordance with 9 NYCRR §252.2 (m), a contractor that is able to document good faith efforts to meet the goal requirements, as set forth in Section IV. Required Good Faith Efforts, may submit a request for a partial or total waiver on Form SDVOB 200, Application for Waiver of SDVOB Participation Goal, which can be found at <https://ogs.ny.gov/Veterans/>, accompanied by supporting documentation. A contractor 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 WCB at that time, the provisions of II. SDVOB Utilization Plan (C), (D), and (E) above will apply. If the documentation included with the contractor's waiver request is complete, the WCB shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.
- C. The 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 WCB, but must be made no later than prior to the submission of a request for final payment on the contract.
- D. If the WCB, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report Form, determines that the contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such noncompliance, the WCB 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 a partial or total waiver of SDVOB contract goals.

IV. Required Good Faith Efforts

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

- A. Copies of solicitations to SDVOBs and any responses thereto.

- B. Explanation of specific reasons each SDVOB that responded to contractor's solicitation was not selected.
- C. Dates of any pre-bid, pre-award or other meetings attended by the contractor, if any, scheduled by the WCB with certified SDVOBs whom the WCB determined were capable of fulfilling the SDVOB goals set in the contract.
- D. Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- E. Other information deemed relevant to the waiver request.

V. Monthly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR §252.2 (q), the contractor is required to report SDVOB Contractor Compliance monthly, to the WCB, during the term of the contract for the preceding month's activity, documenting progress made toward achieving the contract SDVOB goals. This information must be submitted using form SDVOB 101, which can be found at <https://ogs.ny.gov/Veterans>, and should be completed by the contractor and submitted to the WCB by the 10th day of each month during the term of the contract for the preceding month's activity to WCBContracts@wcb.ny.gov.

SECTION 5 - RESPONSE REQUIREMENTS

5.1 GENERAL PROCEDURES

To facilitate the evaluation process and ensure fairness to each Bidder, this section defines a standard format and prescribed content for required responses to this RFP. Each proposal must comply with the following response requirements; proposals that fail to meet these requirements may be deemed non-responsive and the Bidder will be removed from further consideration:

- Bidder must deliver proposal to WCB Issuing Officer or Alternate no later than 2:00 PM EST on the Closing Date for Receipt of Proposals specified in Section 4.2.2, RFP Calendar. Proposals received after the date and time specified in the RFP Calendar will be rejected. Bidders mailing proposals should allow sufficient mail delivery time to ensure timely receipt of their proposals. WCB will not accept faxed or e-mailed proposals;
- Bidder must submit a Cover Letter as specified in Section 5.2 of this RFP;
- Bidder must submit a separate Administrative Volume as specified in Section 5.3 of this RFP;
- Bidder must submit a separate Technical Volume as specified in Section 5.4 of this RFP;
- Bidder must submit a separate Cost Volume as specified in Section 5.5 of this RFP; and
- Bidder must submit the Cover Letter, Administrative Volume, Technical Volume, and Cost Volume in separate sealed packages. If proposal packaging labels are not sufficient to identify the contents, WCB reserves the right to open packages for the purpose of identifying the source and contents of the package.
- Submission of a proposal will be construed by the WCB as the following:
 - Bidder's acceptance of the procedures, evaluation criteria, and other administrative instructions set forth in this RFP;
 - Bidder's affirmation that its organization complies with all requirements and qualifications set forth in this RFP; and
 - Bidder's affirmation that its organization is capable of performing the required services in a manner consistent with the terms of this RFP.

5.2 COVER LETTER

The Bidder must submit two (2) paper copies and one soft copy via email in .pdf format of the Cover Letter on official business letterhead.

5.2.1 Format

The Cover Letter must include the following components:

- Name and address of the Bidder;
- Date and place of incorporation, where registered, licensed as applicable, corporate headquarters, and other background information, etc.;
- Corporate profile and description of the Bidder and any subcontractors (including nature of business, types of services provided, size of client base for each type of service and length of time providing those services);
- Corporate structure identifying any parent company and affiliates for Bidder and subcontractors (including number and location of offices, number and type of staff at each office and organizational structure/chart for each location);
- Name, title, address, e-mail address, telephone number, and fax number of the Bidder's official representative for its proposal;
- Signature of an official authorized to bind the Bidder to its provisions as part of its proposal;
- Statement certifying that the proposal remains valid for at least 365 days from the Closing Date of Receipt of Proposals specified in Section 4.2.2, RFP Calendar;
- Statement certifying that, if awarded the contract, the Bidder will comply with all of the requirements set forth in this RFP, including the Contract Terms and Conditions in Section 3 and Appendix C, Appendix A (Standard Clauses for all New York State Contracts), and State Finance Law 139-j and 139-k, except as may be hereinafter modified and accepted by the WCB;
- Statement certifying that Bidder knows of no factors existing at time of bid submission, or which are anticipated to arise during the procurement or contract term, which would constitute a potential conflict of interest in successfully meeting the contractual obligations set forth in this RFP and the proposal hereby submitted, including but not limited to:
 1. No potential for conflict of interest on the part of the Bidder or any subcontractor due to prior, current or proposed contracts, engagements, or affiliations;
 2. No potential conflicts in the sequence or timing of the proposed award under this procurement relative to the timeframe for service delivery, or personnel or financial resource commitments of Bidder or proposed subcontractors to other projects; and
- Statement of Integrity stating whether any principal, officer, or member of the firm has ever been convicted of a crime of fraud or dishonesty, or whether any such person is currently under indictment for a crime of fraud or dishonesty. The Bidder may, if desired, provide an attestation as to the business and personal integrity of their or any principal or member of the firm.

5.2.2 Trade Secrets

Proposals and supporting material submitted to the State in response to this RFP are subject to the Freedom of Information Law (Public Officers Law [POL], Article 6; hereinafter FOIL). Pursuant to POL § 87(2)(d) of FOIL, records or portions thereof that "are trade secrets or are submitted to an agency by a commercial enterprise or derived from information from a commercial enterprise and which if disclosed would cause substantial injury to the competitive position of the subject enterprise" may be exempt from disclosure. In addition, pursuant to POL § 87(2)(i), records or portions thereof that "if disclosed would, would jeopardize an agency's capacity to guarantee the security of its information technology assets, such assets encompassing both electronic information systems and infrastructures" may be exempt from disclosure.

A Bidder must identify any information that it reasonably believes falls under the exemptions set forth in POL § 87(2)(d) (the “trade secrets” exemption) and/or POL § 87(2)(i) (the “critical infrastructure” exemption) in the Cover Letter. Specifically, the Cover Letter must specify by page number, line or other appropriate designation, that information which is alleged to fall under these two FOIL exemptions. The Cover Letter must provide an explanation of (i) why the disclosure of the identified information would cause substantial injury to the competitive position of the Bidder under POL § 87(2)(d), and/or (ii) why the information constitutes critical infrastructure information that should be exempted from disclosure under POL § 87(2)(i). Where such claimed material is embedded in the Proposal, it shall be the responsibility of the Bidder, at its sole cost and expense, to submit redacted versions of the Proposal within ten (10) days of a request by the State.

Acceptance of the identified information by the State does not constitute a determination that the information is exempt from disclosure under FOIL. A determination as to whether the materials or information may be withheld from disclosure will be made in accordance with FOIL at the time a request for such information is received by the State.

5.3 ADMINISTRATIVE VOLUME (VOLUME I)

The Bidder must submit two (2) binders and one soft copy via email in .pdf format of Volume I. This volume must contain complete and thorough responses to the requests for information set forth below in Section 5.3.2.

5.3.1 Format

Volume I must comply with the following requirements:

- The material in each binder must be separated by tabs numbered/lettered to correspond with information requested in Section 5.3.2;
- Binder must be clearly identified on the cover or label with the Bidder’s name and the words ***NYS Workers’ Compensation Board, Systems Modernization RFP, C140369A – Administrative Volume (Volume I)***;
- Binder must include a Title Page identifying the RFP for which the proposal is being submitted, and the name, location, and contact person(s) for the Bidder firm;
- Binder must include a Table of Contents that reflects the areas identified in Volume I. The Table of Contents should identify each major section of the Bidder’s proposal along with its initial page number;
- Binder must clearly identify any attachment or other documents with the Bidder’s name and the words ***NYS Workers’ Compensation Board, Systems Modernization RFP, C140369A – Administrative Volume (Volume I)***;
- Binder documents, including any illustrations, supporting illustrations, and photographs, must be printed on standard 8.5 x 11-inch white paper and be reproducible in black and white without obscuring any distinctive information;
- Binders must be securely sealed and clearly labeled; and
- All outside packaging must be clearly marked with the words ***NYS Workers’ Compensation Board, Systems Modernization RFP, C140369A – Administrative Volume (Volume I)***.

5.3.2 Required Materials

Volume I must include evidence that demonstrates how the bidder meets all of the mandatory Minimum Bidder Qualifications set forth in Section 2.1 and Attachment 20 – Minimum of Bidder Qualifications of this RFP.

Volume I must include the following required materials completed by the individual(s) who signed the cover letter and are authorized to contractually bind the Bidder:

- Vendor Responsibility Questionnaire For-Profit Business Entity (Attachment 4). A hardcopy may be submitted or Bidder can go online at http://www.osc.state.ny.us/vendrep/form_ac3290s.htm. The WCB highly recommends Bidders to complete the Vendor Responsibility Questionnaire online.
- NYS Required Certifications (Attachment 5)
- EO 177 – Prohibiting Contracts with Entities that Support Discrimination (Attachment 7)
- Lobbying Forms (Attachment 8)
- EEO Staffing Plan (Attachment 9)
- MWBE Utilization Plan (Attachment 10)
- MWBE EEO Policy Statement (Attachment 11)
- Extraneous Terms (Attachment 13) – only to be submitted if Bidder is proposing extraneous terms
- Use of NYS Business (Attachment 14)
- SDVOB Utilization Plan (Attachment 16)

If awarded the contract, the following forms must be submitted to the WCB:

- Nondisclosure Agreement (Attachment 6)
- Consultant Disclosure Forms (Attachment 12) – Winning bidder will be required to complete and return Form A with the contract signature pages
- ST-220-CA Contractor Certification (Attachment 15) – must be completed, signed, and notarized (http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf)
- Proof of Workers' Compensation and Disability Benefits Insurance – see Attachment 17 for what is acceptable.

5.4 TECHNICAL VOLUME (VOLUME II)

The Bidder must submit eleven (11) binders and one soft copy via email in .pdf format of Volume II. This volume must contain complete and thorough responses to requests for information set forth below in Sections 5.4.2 through 5.4.12.

5.4.1 Format

Volume II must comply with the following formatting requirements:

- The material in each binder must be separated by tabs numbered/lettered to correspond to the specific information requested in Sections 5.4.2 through 5.4.12. Additional information, if any, must be submitted in a separate binder;
- Each binder must include a completed Requirements Verification and Traceability Matrix that identifies where in the proposal each requirement is addressed in the format of Attachment 23 of this RFP;
- Each binder must be clearly identified on the cover or label with the Bidder's name and the words ***NYS Workers' Compensation Board, Systems Modernization RFP, C140369A – Technical Volume (Volume II)***;
- Each binder must include a Title Page identifying the RFP for which the proposal is being submitted, and the name, location, and contact person(s) for the Bidder's firm;

- Each binder must include a Table of Contents that reflects the areas identified in Volume II. The Table of Contents should identify each major section of the Bidder's proposal along with its initial page number;
- Each binder must clearly identify any attachment or documents with the Bidder's name and the words ***NYS Workers' Compensation Board, Systems Modernization RFP, C140369A – Technical Volume (Volume II)***;
- Binder documents, including any illustrations, supporting illustrations, and photographs, must be printed on standard 8.5 x 11-inch white paper and be reproducible in black and white without obscuring any distinctive information;
- All binders must be packaged together, securely sealed, and clearly labeled; and
- All outside packaging must be clearly marked with the words ***NYS Workers' Compensation Board, Systems Modernization RFP, C140369A – Technical Volume (Volume II)***.

5.4.2 Bidder Experience

Volume II must include evidence that demonstrates how the bidder meets all of the experience and qualification requirements set forth in Section 3.4 and Attachment 21 – Bidder Experience Forms of this RFP.

5.4.3 Project Management

Volume II must include the following sections that respond to the requirements set forth in Section 3.2.1 and Attachment 23 of this RFP.

5.4.3.1 Project Management Approach

Bidder must describe, in the format and content as specified in Attachment 25, their approach to provide services as detailed in Section 3.2.1.1 and Attachment 23 of this RFP to include the following:

- Describe your approach to meeting the project management requirements including, but not limited to, your approach to subcontractor management, quality management, issue and risk management, status reporting and progress communications.
- Provide sample project management plans from other recent engagements that reflect your proposed project management approach.
- Provide an initial proposed work plan specific to this engagement. The work plan should include the project timeline, all major milestones, work breakdown structure, the sequencing of project activities including the durations and dependencies among activities, delivery milestones, and a list of technical assumptions.
- Provide information regarding best practices and, if applicable, lessons learned during other engagements that have been incorporated into the proposed Project Management Plan.

5.4.3.2 Initial Start-Up Work Plan

Bidder must describe, in the format and content as specified in Attachment 25, their start-up work plan to provide services as detailed in Section 3.2.1.2 and Attachment 23 of this RFP to include the following:

- Provide an initial staffing plan specific to this engagement. Describe how staffing will be provided to meet the project obligations over the entire lifecycle of this engagement. The discussion should address how the Bidder intends to allocate key staff members and other staff by phase and task, as well as the level of effort associated with such key personnel and the level of interaction contemplated with NYS staff.
- If subcontractors are to be used, explain the specific need for the expertise of sub-contractors and describe the subcontracting arrangements.
- The staffing plan shall:

- o Include an estimate of total effort hours contributed by each of the key personnel to each task and an estimate of total effort hours for each task.
- o For those roles not required to work on-site (refer to project staffing requirements in Attachment 23), please indicate the percentage to which it is anticipated that staff will be on-site and off-site.
- o The staffing plan should include a staffing schedule for the project using the following format:

Phase		Month 1			Month 2			Month 3		
		Hours	% Time On-site	% Time Off-site	Hours	% Time On-site	% Time Off-site	Hours	% Time On-site	% Time Off-site
Key Staff										
Key Staff Role 1	Name									
Key Staff Role 2	Name									
Key Staff Role 3	Name									
Additional Staff		# FTEs	% Time On-site	% Time Off-site	# FTEs	% Time On-site	% Time Off-site	# FTEs	% Time On-site	% Time Off-site
	Staff Role 1									
	Staff Role 2									
	Staff Role 3									
	Staff Role 4									

5.4.4 Organizational Change Management

Bidder must describe, in the format and content as specified in Attachment 25, their approach to meeting the change management requirements set forth in Section 3.2.2 and Attachment 23 of this RFP. A sample business process and organizational change management documents from other recent engagements that reflect your proposed change management approach must be provided.

5.4.5 Analysis

Bidder must describe, in the format and content as specified in Attachment 25, their approach to meeting the analysis requirements set forth in Section 3.2.3 and Attachment 23 of this RFP. Sample analysis documents from other recent engagements that reflect your proposed analysis approach must be provided.

5.4.6 Design

Bidder must describe, in the format and content as specified in Attachment 25, their approach to meeting the design requirements set forth in Section 3.2.4 and Attachment 23 of this RFP. Sample documentation from other recent engagements that reflect your proposed design approach must be provided.

5.4.7 Implementation

Bidder must describe, in the format and content as specified in Attachment 25, their approach to meeting the implementation requirements set forth in Section 3.2.5 and Attachment 23 of this RFP. Sample test plans, descriptions and documentation from other recent engagements that reflect your proposed testing approach must be provided.

5.4.8 Training and Knowledge Transfer

Bidder must describe, in the format and content as specified in Attachment 25, their approach to meeting the training and knowledge transfer requirements set forth in Section 3.2.6 and Attachment 23 of this RFP. Sample training documents, user manual and system administrator manual from other recent engagements that reflect your proposed training and knowledge transfer approach must be provided.

5.4.9 Transition, Support and Maintenance

Bidder must describe, in the format and content as specified in Attachment 25, their approach to meeting the transition, support, and maintenance requirements set forth in Section 3.2.7 and Attachment 23 of this RFP. A sample Systems Operations Manual from a recent engagement must be provided.

5.4.10 Key Personnel Roles and Staff

Bidder must submit, in the format as specified in Attachment 24 – Key Personnel Forms, a response to the requirements set forth in Section 3.2.8 and Attachment 23 of this RFP to include the following key personnel:

- Engagement Manager
- Project Manager
- Change Manager
- Technical Lead/Architect
- Business Analyst Lead
- Lead Developer
- Test Lead
- Lead Trainer
- Experience Design Lead
- Lead Data Architect

5.4.11 Technical Requirements

Bidder must submit its response to meeting the RFP requirements in two parts.

- The completed Attachment 23 – Requirements Verification and Traceability Matrix.
- An accompanying narrative that describes the approach to satisfying the RFP requirements in the format and content of Attachment 25.

5.4.12 Business Requirements

For each of the sections listed below, the Bidder must describe, in the format and content as specified in Attachment 25, how they will meet the business requirements included in Exhibit 5 and include how the Bidder's proposed technical solution will be leveraged to meet the requirements.

- Access Channels
- Claims Processing & Tracking
- Compliance
- Customer Service
- Adjudication
- Medical
- Appeals
- Performance Monitoring
- Party of Interest Tracking
- Workforce Management
- Information Submission
- Content Management
- Records Management
- Reporting and Analytics
- External Interface
- Staff Access

5.5 COST VOLUME (VOLUME III)

The Bidder must submit four (4) binders and one soft copy via email in Excel format of Volume III. This volume must be inclusive of all labor, licenses, insurance, administration, overhead, travel, and all other applicable expenses required to meet the applicable RFP requirements. No other costs will be allowed. No overtime rates will apply; proposed price must be firm for 365 calendar days from date Proposal is submitted; and all terminology used in the Cost Proposal should match as closely as possible to the terminology used in the Technical Proposal.

Payment under the Contract will be made pursuant to a payment schedule which will align with the Bidder's project work plan described in Section 3.3.3 including the proposed number of phases to complete the project. Bidder will be entitled to full payment for the completion of each phase, minus a 10% holdback, after acceptance, by the State, of all the completed deliverables within the phase.

5.5.1 Format

Volume III must comply with the following formatting requirements:

- Each binder must include a completed Cost Proposal, in the format of Attachment 22 of this RFP that includes the costs for the entire solution;
- Each binder must be clearly identified on the cover or label with the Bidder's name and the words ***NYS Workers' Compensation Board, Systems Modernization RFP, C140369A – Cost Volume (Volume III)***;
- Each binder must include a Title Page identifying the RFP for which the proposal is being submitted, and the name, location, and contact person(s) for the Bidder's firm;
- All binders must be packaged together, securely sealed, and clearly labeled; and
- All outside packaging must be clearly marked with the words ***NYS Workers' Compensation Board, Systems Modernization RFP, C140369A – Cost Volume (Volume III)***.

5.6 METHOD OF EVALUATION

5.6.1 Award Objectives

This is a competitive procurement that will result in the award of a contract for the design of a system for the modernization and conversion of the WCB's multiple legacy paper-based system to a single state-of-the-art, web-based technology in addition to providing professional services such as training and change management and developing and implementing systems. The objective of the evaluation is to ensure that:

- The Bidder selected represents the best value for the WCB; and
- The Bidder selected has the qualifications and can successfully provide the needs described in this RFP.

The WCB will award this contract based upon best value. A best value award is one that optimizes quality, cost, and efficiency and typically applies to complex services and technology contracts. The WCB will evaluate responsive and responsible bidders' proposal for all of the requirements specified in this RFP.

The following weighting criteria will be applied to each proposal:

Technical Volume – 60%

Technical Demonstration/Oral Presentation - 10%

Cost Volume – 30%

The WCB reserves the right to request best and final cost offers. In the event that the WCB exercises this right, all bidders that meet the minimum technical score will be asked to provide a best and final offer. The Contract Administration Unit will recalculate the financial score.

There will be no points awarded to the Administrative Proposal.

5.6.2 Evaluation and Selection Committees

Two committees, the Technical Evaluation Committee (TEC) and the Cost Evaluation Committee (CEC), which will be comprised of WCB and ITS staff, will conduct the evaluation of the proposals. The TEC will evaluate the Technical Volume (Volume II), while the CEC will evaluate the Cost Volume (Volume III). Staff from WCB and ITS with knowledge and expertise in functional areas covered by the proposal will staff these committees. Each committee will conduct a separate evaluation.

In addition to the evaluation committees, there will be a separate Selection Committee, composed of management and senior staff members from NYS who will oversee the evaluation process. The Selection Committee will make the final selection and authorize the commencement of negotiations with the selected Bidder.

5.6.3 Proposal Evaluation Process

NYS will evaluate proposals that are complete and received no later than the Closing Date for Receipt of Proposals specified in Section 4.2.2, RFP Calendar using the evaluation process described herein.

Proposal Receipt – The WCB's Issuing Officer or Alternate must receive all proposals at the designated address on the Cover Page no later than 2:00 PM EST on the Closing Date for Receipt of Proposals as specified in the RFP Calendar, Section 4.2.2. Any proposal received after this date/time will be deemed nonresponsive and the Bidder will be notified in writing of their elimination. It is the sole responsibility of the bidder to verify that its proposal has been received.

Proposal Pre-Screen – The WCB's Issuing Officer or Alternate will pre-screen all remaining responsive proposals relative to the format specified in Section 5.3 of this RFP. Any proposal not in this format may be deemed nonresponsive and the bidder will be notified in writing of their elimination.

Minimum Requirements Review – The TEC will review all remaining proposals relative to the Minimum Bidder Qualifications specified in Section 2.1 and Attachment 20 of this RFP. Any proposal that does not meet these qualifications will be deemed nonresponsive and the Bidder will be notified in writing of their elimination.

Technical Volume and Cost Volume Evaluations – The TEC and CEC will conduct separate evaluations of all remaining responsive proposals.

The TEC will evaluate the Technical Volume and Technical Demonstration/Oral Presentation using a methodology to be determined by WCB prior to submission of proposals and set forth in the evaluation criteria that will become part of the procurement record. The TEC will determine the Technical Volume and Technical Demonstration/Oral Presentation Score for each proposal.

The CEC will evaluate the Cost Volume using a methodology to be determined by WCB prior to submission of proposals and set forth in the evaluation criteria that will become part of the procurement record. The CEC will determine the Cost Volume Score for each proposal.

WCB may ask Bidders to clarify the contents of their proposals. Other than responses made to requests by WCB for clarification of such contents, no Bidder will be permitted to alter its proposal or add new information after 2:00 PM EST on the Closing Date for Receipt of Proposals as indicated in Section 4.2.2, RFP Calendar.

When the Technical and Cost Volume evaluations are complete, the Technical Score will be added to the Cost Score to develop a composite score.

The top ranked Bidders, based on their combined Technical Volume and Cost Volume scores, will be invited to provide a technical demonstration of their system and an oral presentation on their proposals, at the WCB's Schenectady office.

The Bidders selected for a Technical Demonstration/Oral Presentation must be prepared to demonstrate that their system solutions meet the specifications in this RFP. Bidders shall not change their proposal during the Technical Demonstration/Oral Presentation. This presentation will be evaluated and scored by the TEC and will account for 10% of the Bidder's score.

The WCB's Issuing Officer or Alternate will submit a final written report of the Technical and Cost evaluations. A Final Composite Score will be calculated by adding the Technical Score, which includes the Technical Demonstration/Oral Presentation, and Cost Score. All bidders will then be ranked in descending order of the Final Composite Score. These reports will be forwarded to the Selection Committee, along with the recommended selected Bidder, for their review and approval.

The contract issued pursuant to this RFP will be awarded to the vendor whose Final Composite Score is the highest among the proposals rated. **If the WCB exercises the right to request best and final cost offers, the contract must be issued to the vendor with the highest Final Composite Cost score that results from the best and final offer.**

In the event that more than one proposal obtains the highest Final Composite Score, the contract will be awarded to the vendor in that group of highest Final Composite Scores whose financial component reflects the lowest overall cost.

Selection Recommendation – The Selection Committee will review the reports and make the final selection and authorize negotiations with the selected Bidder to begin. The final contract is subject to approval by the Office of the Attorney General and Office of the State Comptroller and is not binding until such approval is received.

APPENDICES

Appendix A – Standard Clauses for New York State Contracts

Appendix B – Omitted

Appendix C – Terms and Conditions

Appendix D – Omitted

Appendix E – Omitted

Appendix F – Omitted

Appendix G – Deliverable Acceptance Form

Appendix H – Change Request Form

ATTACHMENTS

Attachment 1 – Proposal Checklist

Attachment 2 – Intent to Bid

Attachment 3 – Inquiries Template Form

Attachment 4 – Vendor Responsibility Questionnaire

Attachment 5 – NYS Required Certifications

Attachment 6 – Non-Disclosure Agreement

Attachment 7 – EO 177 Certification – Prohibiting Contracts with Entities that Support Discrimination

Attachment 8 – Lobbying Forms All-in-One

Attachment 9 – Equal Employment Opportunity Staffing Plan – EEO 100-G

Attachment 10 – Minority/Women Owned Business Utilization Plan – MWBE 100G

Attachment 11 – Minority and Women-Owned Business Enterprises – Equal Employment Opportunity Policy Statement

Attachment 12 – Consultant Disclosure Forms

Attachment 13 – Extraneous Terms and Conditions Template

Attachment 14 – Encouraging Use of NYS Businesses in Contract Performance

Attachment 15 – Contractor Certification to Covered Agency, ST-220-CA,

Attachment 16 – SDVOB Utilization Plan – SDVOB 100

Attachment 17 – Workers' Compensation and Disability Benefits Coverage Forms

Attachment 18 – Omitted

Attachment 19 – Omitted

Attachment 20 – Minimum Bidder Qualifications

Attachment 21 – Bidder Experience Forms

Attachment 22 – Cost Proposal

Attachment 23 – Requirements Verification and Traceability Matrix

Attachment 24 – Key Personnel Forms

Attachment 25 – Technical Proposal Narrative

EXHIBITS

Exhibit 1 – Glossary

Exhibit 2 – Omitted

Exhibit 3 – WCB Organization

Exhibit 4 – Technology Solution Concept

Exhibit 5 – Business Requirements

Exhibit 6 – Insurance Compliance Business Requirements

Exhibit 7 – Current Systems Architecture

Exhibit 8 – ITS Experience Design Approach

Exhibit 9 – ITS Usability Testing Approach

Exhibit 10 – BIS Project Organization