



Request For Proposals (RFP) #C000456
For
Claims Administrator

Andrew M. Cuomo, Governor
Maria T. Vullo, Superintendent

Department of Financial Services
Office of Financial Management
One Commerce Plaza, Suite #1850
99 Washington Avenue
Albany, NY 12257

Request for Proposals (RFP) #C000456
for
Claims Administrator

If you are not bidding, place an "x" in the appropriate box and return just this page to the designated contact of this RFP prior to the date bids are due:

We are unable to bid at this time because _____

We request removal of our name from the mailing list for _____

Name of Company: _____

Printed or Typed Name: _____

Title: _____ Date: _____

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Section 1: Timetable of Key Events

Event:	Date and Time:
RFP C000456 Issue Date:	August 9, 2018
Deadline for Questions:	August 17, 2018
Answers to Questions Released:	August 24, 2018
Deadline for Receipt of Proposals:	September 5, 2018 by 1 pm

Section 2. Overview

The Department is soliciting proposals to procure a responsive and responsible Contractor for a Claims Administrator. This procurement is being undertaken in accordance with New York State Finance Law, Article XI. The Contractor selected through this RFP will provide all necessary services stipulated herein.

2.1 Definitions

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

Agreement shall mean the written understanding of the parties that formalizes all legal obligations of all parties involved.

Bid shall mean a response to the RFP submitted by a Bidder to provide products/services.

Bidder shall mean any individual, business, vendor or other legal entity, or any employee, agent, consultant, or person acting on behalf thereof, that submits a bid in response to a bid solicitation.

Claims Process shall mean the process of reviewing, evaluating, recommending, paying, denying, and otherwise addressing all claims and potential claims on the Fund that are related to the failure of CashPoint Network Services, Inc. ("CashPoint"), a New York licensed money transmitter. When CashPoint went bankrupt in 2004, it had failed to transmit tens of millions of dollars of payments that it had received from individual customers attempting to pay bills to utility companies and other entities (referred to herein as "billers").

Contract shall mean the "Agreement."

Contractor shall mean any individual, business, vendor or other legal entity awarded a Contract with the Department to furnish services for an agreed upon price.

Department shall mean the Department of Financial Services.

Fund shall mean the State Transmitter of Money Insurance Fund established and operated pursuant to New York Banking Law Article XIII-C.

Subcontractor shall mean any individual or legal entity (including but not limited to sole proprietor, partnership, limited liability company, firm or corporation) who has entered into a contract, express or implied, for the performance of a portion of a Contract with a Contractor.

Superintendent shall mean the Superintendent of the Department of Financial Services.

2.2 Introduction

The Department of Financial Services (DFS) regulates insurance, banking and other financial services with the goal of promoting robust financial services in New York, while safeguarding against financial crises and protecting both consumers and the industry from fraud. DFS was established on October 3, 2011, with the merger of the former Departments of Insurance and Banking. The merger helped consolidate and modernize regulation, enabling New York to keep pace with rapidly innovating financial markets.

2.3 Purpose

The Department is seeking proposals to procure a responsive and responsible Contractor to provide third party administrator services for claims related to the Fund. This procurement is being undertaken in accordance with New York State Finance Law, Article XI.

2.4 Contract Period

The contract resulting from this RFP shall be for two (2) years beginning on the date of approval by the New York State Office of the State Comptroller with one (1) optional one (1) year renewal via Supplemental Agreement to be approved by the New York State Office of the State Comptroller.

2.5 Subcontracting

The selected Contractor must assume full responsibility for the services offered in the proposal for the duration of the Agreement. The Contractor shall be so liable even when the Contractor subcontracts a portion of the service. Subcontracting shall be permitted only with the prior written approval of the Department.

2.6 Background

New York Banking Law Article XIII-C provides for the distribution by the Department of monies to claimants when a transmitter of money has defaulted in making payments on its New York instruments. CashPoint, a New York money transmitter, defaulted in making such payments. Therefore, the Department is establishing a mechanism whereby CashPoint-related claims are addressed. There are two sets of claimants: individual customers and billers. The successful Bidder will be responsible for ensuring accurate and timely completion of all aspects of the Claims Process, including but not limited to the payment of claims made by both individual customers and billers.

Section 3: Minimum Qualifications

Bidder must have a minimum of three years' experience processing claims. Bidders must have an operating system with the ability to submit text fixed file formats compatible with PayBase 9.3.

See example below. (Note: the below is a sample, text fields are subject to change.)

#NAME? **Check payment file detail** *SAMPLE* Fields may change to suit the program needs*

HEADER RECORD

No	Field Name	Len	Start	End	Example Data	Notes
1	RecType	4	1	4	XXXX	
2	Originator	5	5	9	XXXX	
3	CreateDate	8	10	17	XXXXXXXX	
4	SeqNumber	2	18	19	XX	
5	CheckDate	8	20	27	XXXXXXXX	
6	BankAccountName	30	28	57	XXXX XX XXXXXXXXXXX XXXXXXXXX	
7	BankAccountNumber	17	58	74	XXXXXXXX	
8	BankName	30	75	104	XXXXXXXX XXXXXX XXXX	
9	BegCheckNumber	10	105	114	XXXXXXXXXX	
10	EndCheckNumber	10	115	124	XXXXXXXXXX	
11	NumberOfRecords	10	125	134	XXXXXXXXXX	
12	TotalChkAmts	17	135	151	XXXXXXXXXXXXXXXX	
13	BiWeekly	1	152	152	X	
14	Filler	386	153	538		

DETAIL RECORD

No	Field Name	Len	Start	End	Example Data	Notes
15	RecType	4	1	4	Must = 2DT1	
16	MultiStub	1	5	5	Must = N or Y	N if there is no multi; Y if there is multi
17	CheckNumber	10	6	15	0000XXXXX (Need to be in sequential order)	
18	CheckAmount	15	16	30	00000000XXXXX	The amount printed on the check - for multi, this is the total amount. Needs to be the same for all records in a multi.
19	PayeeName	40	31	70	PAYEE NAME	
20	PayeeAddr1	35	71	105	ADDRESS 1	
21	PayeeAddr2	35	106	140	ADDRESS 2	
22	PayeeAddr3	35	141	175	ADDRESS 3	
23	PayeeAddr4	35	176	210	ADDRESS 4	
24	PayeeCity	30	211	240	PAYEE CITY	
25	PayeeState	4	241	244	NY	
26	PayeeZipCode	12	245	256	10000-0000	
27	Country	30	257	286	Must be filled in if PayeeState is NULL i.e. PARAGUAY	
28	ClaimantSeqNumber	3	287	289	001, 002, 003, 004, 005 etc.	
29	PatientAccount#	16	290	305	XXXXXXXXXX/XXXXX	
30	Filler	8	306	313	DATE	In file only not printed
31	Filler	8	314	321	Filler	
32	PayeeID	8	322	329	XXXXXXXX	In file only not printed
33	PaymentID	9	330	338	XXXXXXXX	In file only not printed
34	Total Paid	15	339	353	00000000XXXXX	For a multi, this is the individual amount for each Payee - all individual amounts should total the check amount. These amounts are printed on the overflow to show the breakdown of the total amount.
35	Charges	12	354	365	00000000XXXX	
36	ClaimantName	45	366	410	ENROLLEE NAME	
37	ServiceBegDate	8	411	418	XXXXXXXX - Date(s) of Service	
38	ServiceEndDate	8	419	426	XXXXXXXX - Date(s) of Service	
39	XXXXXXClaimNumber	20	427	446	XXXXXXXXXXXXXXXXXX	
40	PaymentDetails	50	447	496	Description plus R & C Info	
41	Filler	3	497	499	Filler	
42	EnrolleeID	18	500	517	XXXXXXXXXXXXXXXX	
43	Filler	1	518	518	Filler	
44	TotalBilledAmount	20	519	538	00000000000000XXXX	

*Total Billed Amount = sum of #35 (Charges) same for each Y record

Section 4. Scope of Work

General Duties

- Administer all aspects of the Claims Process in accordance with Article XIII-C of the New York Banking Law and any rule, regulation, order or other requirement thereunder.
- Administer all aspects of the Claims Process in accordance with Executive Order #26, appended hereto as Appendix A-1.
- Establish a process, approved by the Department, for receiving and responding to written correspondence, including email, pertaining to the Claims Process; acknowledge any such written correspondence within the next business day; and provide a full, timely response to any such written correspondence.
- Establish a process, approved by the Department, for receiving and responding to telephone calls 24 hours a day 7 days a week, pertaining to the Claims Process, including the maintenance of a toll-free telephone number that is dedicated solely to the Claims Process. To the extent feasible, each call received during normal business hours (9:00 am to 5:00 pm Eastern Time), Monday – Friday, excluding New York State Observed Holidays, must be immediately answered with a live response (not a recording). All calls received outside normal business hours must be immediately answered, via recording, and a live response must be provided within eight business hours of the call.
- Perform any and all services necessary to determine the validity or invalidity of all claims and potential claims, as well as their payable amounts (if any); to complete the payment or denial of all claims, including all required follow-up subsequent to such payment or denial; and to carry out all other purposes and operations of the Claims Process, including services requested by the Department.
- Prepare payment vouchers and related materials according to Department requirements for processing by the State and any relevant agency.

Duties re: Claims and Potential Claims of Individual Customers

- For each of the approximately 3,300 claims and potential claims on the Fund from individual customers, and using criteria and parameters to be provided by the Department:
 - a. Review and evaluate each claim and potential claim, as well as related documentation (in hard copy and/or electronic format). Such documentation includes but is not limited to: individual claim forms, letters, bills, receipts, and other supporting information provided by the customers, as well as biller records that, in some cases, may indicate whether or not a customer has already been credited for the attempted payment that served as the basis for his, her or its claim.
 - b. Confirm or update the mailing addresses of individuals that provided the Department with signed certifications of no reimbursement, to process payments. For individuals that did not provide the Department with signed certifications, research their mailing addresses and send out notices giving them an opportunity to provide their certifications by a designated deadline.

- c. In the case of any claim or potential claim that cannot be sufficiently evaluated based on the information or documentation available, request additional information and/or documentation from the individual customer, relevant biller, and/or other relevant individual or entity.
- d. Provide to the Department for its review a detailed written recommendation, with supporting documentation, as to whether, and in what amount, payment from the Fund should be made on each claim or potential claim, as well as the specific bases for that recommendation; and, as requested by the Department, perform any additional research, review and evaluation, and provide any additional information and documentation, with respect to any such written recommendation.
- e. Prepare claims in the correct file format for transmittal to the Department for processing.

Duties re: Claims of Billers

- Billers have submitted approximately five claims on the Fund that are based primarily, but not exclusively, on aggregate losses tied to tens or hundreds of thousands of failed attempts by their customers to transmit bill payments; for each of these biller claims, and using criteria and parameters to be provided by the Department:
 - a. Review and evaluate each claim, as well as related documentation (in hard copy and/or electronic format). Such documentation includes but is not limited to each biller's claim form and supporting documentation, such as copies of remittance slips and checks, as well as extensive electronic spreadsheets listing, among other things, tens or hundreds of thousands of individual payment attempts by, and/or credits given to, customers.
 - b. Gather, research, and review information and documentation from the now-concluded CashPoint bankruptcy proceedings to determine what portion of each biller claim on the Fund has already been satisfied or otherwise addressed by said proceedings.
 - c. In the case of any biller claim that cannot be sufficiently evaluated based on the information or documentation already supplied by the biller or available in the bankruptcy records, request additional information and/or documentation from the biller and/or other relevant individual or entity.
 - d. Provide to the Department for its review a detailed written recommendation, with supporting documentation, that states whether, and in what amount, payment from the Fund should be made to each biller, as well as the specific bases for that recommendation ; and, as requested by the Department, perform any additional research, review and evaluation, and provide any additional information and documentation, with respect to any such written recommendation.

Further Duties re: All Claims and Potential Claims

- Draft, print, mail and/or otherwise prepare and distribute all letters, forms, notices, payment-related materials and other materials required during the Claims Process, using criteria and parameters provided by the Department.
- In the case of any undelivered or undeliverable materials, research, obtain, and use updated or otherwise corrected contact or other information to maximize successful, accurate delivery.

- Compile all necessary information for all claims that cannot be paid, for transmittal to the Office of the State Comptroller and any other relevant agency for deposit in unclaimed funds.

Reports

- Submit to the Department and/or the Department's designee, in a format approved by the Department, monthly reports containing information regarding the Claims Process, including steps taken and services provided, the status of claims and potential claims (including details regarding claims confirmed, paid, denied or otherwise addressed), and any other information the Department may require.
- Provide an effective electronic data reporting and record-keeping system for all information as required by the Department. Maintain this system(s), including backup documentation. Such documentation and data records and reports shall be made available to the Department upon request. The system(s) shall be searchable, and shall be capable of producing documentation of records and reports as required by the Department.
- Submit claim, claimant and related data to the Department and/or the Department's designee in a format and frequency acceptable to the Department.
- Create such statistics and other records and periodic reports in a format and frequency as determined by the Department regarding the operations of the Claims Process, as required by the Department.
- Submit by the specified due date all reports requested by the Department.

Fraud Prevention

- Create processes for fraud prevention and detection, including internal auditing and verification procedures.
- Immediately notify the Department of any activity that is potentially fraudulent and assist the Department in the audit and investigation of such activity.

System Security

- Provide secure and confidential storage for hard copy and electronically stored information, as well as that posted on the internet. Under no circumstances will any records, hard copy or electronic, nor any information contained therein, be released to any individual, agency, organization or other entity without specific written permission of the Department. All data storage, posting, and access must comply with the minimum policies, standards, and procedures found in the New York State Cyber Security Policy P03-002, which may be found at the following link: <https://its.ny.gov/document/information-security-policy>

Other Duties

- Make available appropriate staff for periodic calls and in-person meetings with the Department for discussion of Claims Process operations, and respond in a full, timely manner to any requests for information and/or complaints.

Records

- All records and data related to the Claims Process are the property of the Department and shall be made available to the Department upon request for review and/or audit. Failure to comply with any Department request for documentation may result in the Contractor being considered non-responsive. The Contractor shall maintain all records and data in a manner to allow successful and readable transfer to the Department and/or the Department's designee. Records and data shall be retained for a period of seven (7) years after the expiration of the Agreement. At the completion of 7 years after the expiration of the Agreement all records and data shall be destroyed upon approval of the Department at the Contractor's expense. The records/data destruction shall be in compliance with all records/data destruction policies in effect for NYS contracts at that time.
- During the life of the Agreement, and during the seven-year period after the expiration of the Agreement, all records and/or data related to the Claims Process shall, upon request by the Department, be submitted to the Department within (5) five business days.

Section 5. Administrative Information

5.1 Designated Contact

Restricted Period

State Finance Law §§139-j and 139-k, imposes restrictions on communications between an Offerer and Department staff, from the earliest written notice, advertisement or solicitation of a request for proposal, invitation for bids, or solicitation of proposals or any other method for soliciting a response from Offerers with regard to a Procurement Contract through final award and approval of the Procurement Contract by the Department and, if applicable, the Office of the State Comptroller ("restricted period"). An Offerer is only allowed to communicate with the Designated staff identified below during the restricted period, unless a communication falls within one of the statutory exceptions set forth in State Finance Law §139-j (3) (a).

Department employees are also required to obtain certain information when contacted during the restricted period by an Offerer and determine if there is a violation of 139-j, which could lead to a determination of non-responsibility of the Offerer. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the Offerer is debarred from obtaining governmental Procurement Contracts.

In compliance with State Finance Law § 139-j and 139-k, the following are the Designated Contacts for this solicitation and may be reached by e-mail or voice for all inquiries regarding this solicitation. Contacting any other Department employees other than Designated Contacts herein may result in rejection of bid.

Primary Designated Contact:

Dyane McGee, Contract Management Specialist 2
New York State Department of Financial Services, Office of Financial Management
One Commerce Plaza, Suite #1850; 99 Washington Avenue, Albany, NY 12257
Telephone: (518)486-1961; E-mail: rfp@dfs.ny.gov

In the event the primary Designated Contact is not available, the alternate Designated Contact is:

Ron Wachenheim, Contract Management Specialist 2
New York State Department of Financial Services, Office of Financial Management
One Commerce Plaza, Suite #1850; 99 Washington Avenue, Albany, NY 12257
Telephone: (518) 402-5375; E-mail: rfp@dfs.ny.gov

5.2 Questions and Answers

All questions/inquiries and/or clarifications concerning this solicitation shall be addressed to the Department designated contact whose name appears in Section 5.1. All questions should be submitted via email, citing the particular proposal section and paragraph number.

Questions/inquiries and/or requests for clarification are only accepted via e-mail, and should be submitted to the following e-mail address with the subject line of "RFP #C000456 Questions/Inquiry": rfp@dfs.ny.gov. Answers to all questions of a substantive nature will be given to all prospective Bidders in the form of a formal addendum, which will be annexed to and become part of the Bidders response and of the resultant Agreement. See Section 1 for deadline to submit questions. All amendments, announcements, clarifications and Responses to Bidder questions will be posted on the Department's website at: http://www.dfs.ny.gov/about/procure_curr_opps.htm. It is the responsibility of the Bidder to check the website for any amendments, announcements, and clarifications. **All Acknowledgements of applicable amendment information must be incorporated into the Administrative Proposal. Failure to include this information in the Administrative Proposal may result in the proposal being deemed non-responsive. (See Administrative Proposal for more detail on submission).**

5.3 Pre-Bid Conference

- No Pre-Bid Conference

5.4 Minority & Woman-Owned Business Enterprise, SDVOB and EEO Requirements

Contractor requirements and procedures for business participation opportunities for New York State Certified Minority and Women-owned Business Enterprises (M/WBE) and equal employment opportunities for minority group members and women.

NEW YORK STATE LAW

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations, DFS is required to promote opportunities for the maximum feasible

participation of New York State-certified Minority and Woman-Owned Business Enterprises (“MWBEs”) and the employment of minority group members and women in the performance of DFS contracts.

BUSINESS PARTICIPATION OPPORTUNITIES FOR MWBEs

For purposes of this solicitation, the Department hereby establishes an overall goal of 0% for M/WBE participation, 0% for New York State certified minority-owned business enterprises (“MBE”) participation and 0% for New York State certified woman-owned business enterprises (“WBE”) participation.

DIVERSITY PRACTICES- exempt.

Pursuant to New York State Executive Law §313-a, and 5 NYCRR §142.3, all agencies and authorities must evaluate the diversity practices of Bidders to best value procurements expected to exceed \$250,000, whenever practical, feasible and appropriate. For this procurement, the Department has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of bidders to this solicitation is not practical, feasible or appropriate.

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

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

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

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

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 OR authority equivalent to Appendix A. The Contractor is required to ensure that it and any sub-contractors awarded a sub-contract over \$25,000 for labor, services, including legal, financial and other professional services, travel, supplies, equipment, materials, or any combination of the foregoing, to be performed for, or rendered or furnished to the Department (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.

To ensure compliance with this Section, the Bidder will be required to submit with the bid or proposal an Equal Employment Opportunity Staffing Plan (Attachment #11) identifying the anticipated work force to be utilized on the Contract. If awarded a Contract, the Bidder shall submit an Equal Employment Opportunity Workforce Utilization Report, and shall require each of its sub-contractors to submit a Workforce Utilization Report, identifying the workforce actually utilized on the Contract, in such format as shall be required by the Department 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 any 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 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.

EXECUTIVE ORDER #177 CERTIFICATION

In accordance with Executive Order No. 177 (EO 177), issued on February 3, 2018 and available at <https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/EO177.pdf>, any entity that provides goods or services to the Department must certify that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the New York State Human Rights Law. Accordingly, all Bidders must submit an EO 177 certification form (**Attachment #12**) with their proposal.

5.5 Insurance

The prospective awardee shall be required to procure, where applicable, at its sole cost and expense, the insurance required by this section.

The prospective awardee shall be required to provide proof of compliance with the requirements of this section, as follows:

- Proof of Workers' Compensation and Disability Benefits Insurance shall be provided at the time of bid submission;
- Proof of all other insurance shall be provided within twenty (20) business days of tentative award;
- After award, the Contractor shall be required to provide proof of all insurance within three (3) days of request or as otherwise required in this section.

During the term of any Contract resulting from this solicitation, the Contractor shall maintain in force, at its sole cost and expense policies of insurance as required by this section. All insurance required by this section shall be written by companies licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York and that have an A.M. Best Company rating of "A-," Class "VII" or better. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with an insurer licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York and rated at least "A-" Class "VII" in the most recently published Best's Insurance Report.

The Contractor shall deliver to DFS evidence of the insurance required by this section in a form acceptable to DFS. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. Acceptance and/or approval by DFS does not, and shall not be construed to, relieve the Contractor of any obligations, responsibilities or liabilities under any Contract resulting from this solicitation.

The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the term of any Contract resulting from this solicitation.

General Conditions

A. *Conditions Applicable to Insurance.* All policies of insurance required by this section shall comply with the following requirements:

- 1. *Coverage Types and Policy Limits.*** The types of coverage and policy limits required from the Contractor are specified below in Paragraph B-*Insurance Requirements*.
- 2. *Policy Forms.*** Except as otherwise specifically provided herein, or agreed to in writing by DFS, all policies of insurance required by this section shall be written on an occurrence basis.
- 3. *Certificate of Insurance/Notices.*** The Contractor shall provide DFS with a Certificate or Certificates of Insurance, in a form satisfactory to DFS (i.e., an ACORD certificate), within twenty (20) business days of tentative award, and thereafter, within thirty (30) days after renewal or within three (3) business days of request. Certificates shall reference the Contract number and shall name the New York State Department of Financial Services, Administration Bureau, One Commerce Plaza, 99 Washington Avenue, Suite 1850, Albany, New York 12257 as the certificate holder.

Policies shall be written so as to include the requirements for notice of cancellation contained in the New York State Insurance Law. The Contractor shall provide DFS with a copy of any written notice of cancellation or non-renewal received from an insurer along

with proof of replacement coverage that complies with the requirements of this section within ten (10) business days of receipt.

Certificates of Insurance shall:

- Be in the form acceptable to DFS (i.e.: an ACORD Certificate);
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by any Contract resulting from this solicitation.
- Refer to this Contract by number;
- Be signed by an authorized representative of the referenced insurance carriers; and
- Contain the following language in the Description of Operations/Locations/Vehicles section: The People of the State of New York, The New York State Department of Financial Services, and their officers, agents, and employees are included as an additional insured on endorsement CG 20 10 11 85 (or endorsements that provide equivalent coverage), General liability coverage is provided on Commercial General Liability Coverage Form CG 00 01 01 (or a form that provides equivalent coverage). Insurance is primary and non-contributory to other insurance available to the People of the State of New York, The New York State Department of Financial Services, and their officers, agents, and employees. A waiver of subrogation is granted in favor of The People of the State of New York, The New York State Department of Financial Services, and their officers, agents, and employees. All policies shall be written so as to include the requirements for notice of cancellation contained in the New York State Insurance Law.

Only original documents (an ACORD Certificate and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.

DFS has not requested prospective awardees or Contractors to submit copies of their entire insurance policies. Generally, DFS only requests specific documentation regarding proof of insurance coverage, such as an ACORD form and endorsements. Prospective awardees and Contractors are requested to refrain from submitting entire insurance policies, unless specifically requested by DFS. If an entire insurance policy is submitted but not requested, DFS shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by DFS does not constitute proof of compliance with the insurance requirements and does not discharge prospective awardees and Contractors from submitting the requested insurance documentation.

- 4. Primary Coverage.** All liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the State of New York, or The New York State Department of Financial Services. Any other insurance maintained by the State of New York, or the New York State Department of Financial Services shall be excess of and shall not contribute with the Contractor's insurance.
- 5. Breach for Lack of Proof of Coverage.** The term of any Contract resulting from this solicitation shall not commence if the coverage provisions and limits of the policies provided

by the Contractor do not meet the provisions and requirements of this section or proof of compliance is not provided to DFS. In addition, the failure to comply with the requirements of this section at any time during the term of any Contract resulting from this solicitation shall be considered a breach of the terms of that Contract and shall allow the People of the State of New York, The New York State Department of Financial Services, and their officers, agents, and employees to avail themselves of all remedies available under any Contract resulting from this solicitation or at law or in equity.

6. Self-Insured Retention/Deductibles. Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from DFS. Such approval shall not be unreasonably withheld, conditioned or delayed. The Contractor shall be solely responsible for all claim expenses and loss payments with the deductibles or self-insured retentions.

7. Subcontractors. Prior to the commencement of any work by a subcontractor, the Contractor shall require such subcontractor to procure policies of insurance as required by this section and maintain the same in force during the term of any work performed by that subcontractor.

8. Waiver of Subrogation. For the Commercial General Liability Insurance and Comprehensive Business Automobile Liability Insurance required below, the Contractor shall cause to be included in each of its policies a waiver of the insurer's right to recovery or subrogation against the People of the State of New York, The New York State Department of Financial Services, and their officers, agents, and employees. A Waiver of Subrogation Endorsement evidencing such coverage shall be provided to DFS within three (3) days of request.

9. Additional Insured. For the Commercial General Liability Insurance and Comprehensive Business Automobile Liability Insurance required below, the Contractor shall cause to be included of each of its policies ISO form CG 20 10 11 85 (or a form or forms that provide equivalent coverage) naming as additional insureds: The People of the State of New York, The New York State Department of Financial Services, and their officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to DFS within twenty (20) business days of tentative award and within three (3) days of request.

B. Insurance Requirements: The Contractor shall, at its own expense, obtain and maintain in full force and effect during the term of any Contract resulting from this solicitation, the following insurance with limits not less than those described below, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies):

1. Commercial General Liability Insurance covering the liability of the Contractor for bodily injury, property damage and personal/advertising injury arising from all work and operations under any Contract resulting from this solicitation. The limits under such policy shall not be less than the following:

- Each Occurrence Limit-\$1,000,000.00
- General Aggregate Limit-\$2,000,000.00
- Products/Completed Operations Limit-\$2,000,000.00
- Personal Advertising Injury Limit-\$1,000,000.00
- Damage to Rented Premises Limit-\$50,000.00

- Medical Expenses Limit-\$5,000.00

Coverage shall include, but not be limited to, the following:

- Premises liability;
- Independent contractors;
- Blanket contractual liability, including tort liability of another assumed in a contract;
- Defense and/or indemnification obligations, including obligations assumed under any Contract resulting from this solicitation;
- Products/completed operations for a term of no less than three (3) years, commencing upon acceptance of the work, as required by this solicitation or any Contract resulting from this solicitation
- Cross liability for additional insureds; and
- Explosion, collapse and underground hazards.

If at any time during the term of any contract resulting from this solicitation, the Contractor performs work at more than one location, the policy shall contain an endorsement to the effect that the aggregate limit in the policy shall apply separately to each location where work is performed by the Contractor.

- 2. *Comprehensive Business Automobile Liability Insurance*** covering liability arising out of any automobile used in connection with performance under any Contract resulting from this solicitation, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least \$2,000,000.00 each accident. The limits may be provided through a combination of primary and umbrella liability policies. If performance under any Contract resulting from this solicitation shall require the removal of hazardous waste from the work site or other transporting of hazardous materials, pollution liability coverage for covered autos shall be provided by Form CA 9 48 03 06 or Form CA 00 12 03 06 and the Motor Carrier Act Endorsement (MCS90) shall be attached to the policy.

In the event that the Contractor does not own, lease or hire any automobiles used in connection with performance under any Contract resulting from this solicitation, the Contractor does not need to obtain Comprehensive Business Automobile Liability Insurance, but must attest to the fact that the Contractor does not own, lease or hire any automobiles used in connection with performance under any Contract resulting from this solicitation on a form provided by DFS. If, however, during the term of any Contract resulting from this solicitation, the Contractor acquires, leases or hires any automobiles that will be used in connection with performance under any Contract resulting from this solicitation, the Contractor must obtain Comprehensive Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to DFS within ten (10) days following the date the coverage is bound.

- 3. *Data Breach/Cyber Liability insurance*** including coverage for failure to protect confidential information and failure of the security of the Contractor's computer systems due to the actions of the Contractor which results in unauthorized access to DFS or its data with a limit

of not less than \$2,000,000. The limits may be provided through a combination of primary and excess liability policies. This insurance shall provide coverage for damages arising from, but not limited to, the following:

- Breach of Duty to Protect the Security and Confidentiality of Nonpublic Proprietary Corporate information;
- Personally Identifiable Nonpublic Information (e.g., medical, financial or personal in nature in electronic or non-electronic form);
- Privacy Notification Costs;
- Website Media Liability; and
- Cyber Theft of DFS property, including but not limited to Money and Securities.

4. *Technology Errors and Omissions insurance* with a limit of not less than \$2,000,000.00 for damages arising from computer related services including but not limited to the following:

- Consulting;
- Data Processing;
- Programming;
- System Integration;
- Hardware or Software Development;
- Installation;
- Distribution or Maintenance;
- Systems Analysis or Design;
- Training;
- Staffing or Other Support Services; and
- Manufactured, Distributed, Licensed, Marketed Or Sold Cloud Computing Services.

The limits may be provided through a combination of primary and excess liability policies. The policy shall include coverage for third party fidelity including cyber theft if the same is not provided as part of the Data Breach and Privacy/Cyber Liability insurance. If such insurance is written on a claims-made basis, the Contractor shall provide proof that the policy has an Extended Discovery Clause providing coverage for up to three (3) years after work is completed in the event that coverage is cancelled or not renewed.

5. *WORKERS' COMPENSATION INSURANCE & DISABILITY BRNEFITS COVERAGE*

Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and state entities to ensure that businesses applying for leases, permits, licenses or contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original issuances and renewals, whether the governmental agency is having the work done or is simply issuing the lease, permit, license or contract. **Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of a bid.** Therefore, prior to DFS executing any Contract resulting from this solicitation, the Contractor must submit proof to DFS that it has workers' compensation and disability benefits coverage as required by the New York State Workers'

Compensation Law, or proof that it is legally exempt from obtaining such coverage in compliance with the New York State Workers' Compensation Law. Proof of compliance must be submitted on one of the forms designated by the New York State Workers' Compensation Board. **An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.**

Proof of Compliance with the Workers' Compensation Coverage Requirements:

In order to provide proof of compliance with the requirements of the New York State Workers' Compensation Law pertaining to workers' compensation coverage, the Contractor shall provide one of the following forms to DFS prior to execution of any Contract resulting from this solicitation by DFS:

- A) Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the New York State Workers' Compensation Board's website (www.wcb.ny.gov);
- B) Form C-105.2 (9/07), *Certificate of Workers' Compensation Insurance*, sent to DFS by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to DFS upon request from the Contractor; or
- C) Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office, or Form GSI-105.2, *Certificate of Participation in Workers' Compensation Group Self-Insurance*, available from the Contractor's Group Self-Insurance Administrator.

Proof of Compliance with the Disability Benefits Coverage Requirements:

In order to provide proof of compliance with the requirements of the New York State Workers' Compensation Law pertaining to disability benefits, the Contractor shall provide one of the following forms to DFS prior to execution of any Contract resulting from this solicitation by DFS:

- A) Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the New York State Workers' Compensation Board's website (www.wcb.ny.gov);
- B) Form DB-120.1, *Certificate of Disability Benefits Insurance*, sent to DFS by the Contractor's insurance carrier upon request; or
- C) Form DB-155, *Certificate of Disability Benefits Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office.

An instruction manual clarifying the New York State Workers' Compensation Law requirements is available for download at the New York State Workers' Compensation Board's website, <http://www.wcb.ny.gov>. Once on the site, click on the Employers/Businesses tab and then click on Employers' Handbook.

Proof of compliance shall be submitted to The New York State Department of Financial Services, Administration Bureau, One Commerce Plaza, Suite 1850, Albany, New York 12257.

5.6 Preliminary Agreement/Contract

The Bidder must agree to sign an Agreement/Contract within thirty (30) days of Notification of Intent to Award. If the Bidder fails to do so, the Department reserves the right to begin negotiations with the next highest ranked Bidder.

The **Preliminary Agreement/Contract** is attached hereto as **Attachment #13**. Bidders should review **Attachment # 13** and must be willing to enter into an Agreement **substantially in accordance** with the terms of **Attachment #13**.

5.7 Procedure for Amendments of Agreement/Contract

Bidder-Proposed Change(s) to Contract Terms

Proposals must conform to the terms and conditions set forth in this RFP and the Preliminary Agreement/Contract. Any Bidder-Proposed Change(s) to terms and conditions set forth in the Preliminary Agreement/Contract, must be provided to the Department in the Bidder's **Administrative Proposal**. Material deviations to the terms and conditions set forth in the RFP (including additional, inconsistent, conflicting or alternative terms) may render the bid non-responsive and may result in rejection.

Response Requirements: To be submitted in the Administrative Proposal and submitted under its own separate tab and listed on the table of contents.

The Bidder must attach any Bidder-Proposed Change(s) to the Preliminary Agreement/Contract.

Only those Bidder-Proposed Change(s) that meet all the following requirements will be considered as having been submitted as part of the proposal:

- Each Bidder-Proposed Change (addition, counter-offer, deviation or modification) must be specifically enumerated in writing, specifying the page, paragraph, and sentence to be modified; and
- The writing enumerating the Bidder-Proposed Change must identify the particular term, specifying the page, paragraph, and sentence the Bidder objects to or proposes to modify, and the reasons therefore.

Bidder-Proposed Change(s) submitted on standard, pre-printed forms (product literature, order forms, contracts), whether or not deemed "material," which are attached or referenced with submissions which do not meet the above requirements will not be considered part of the bid or resulting Contract, but rather will be deemed to have been included for informational or promotional purposes only.

Acceptance and/or processing of the bid proposal will not constitute written acceptance of Bidder-Proposed Change(s) or a waiver of the Department's rights. Failure to object to any terms identified in Preliminary Contract/ Agreement, will be deemed to constitute acceptance thereof by the Bidder.

5.8 Vendor Responsibility Questionnaire

Article XI §163(4)(d) of the State Finance Law states that “service contracts shall be awarded on the basis of best value to a responsive and responsible offerer.”

Upon identification of the Bidder with the highest score, the Bidders’ Vendor Responsibility will be analyzed to ensure that the Bidder is responsible.

In the event that a Bidder is found to be not responsible, the Bidder may be disqualified.

Response Requirements: The Department encourages all vendors to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at http://www.osc.state.ny.us/vendrep/info_vrsystem.htm or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller’s Help Desk at 866-370-4672 or 518-408-4672 or by email at ciohelpdesk@osc.state.ny.us.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire directly from the VendRep website at www.osc.state.ny.us/vendrep or may contact the Office of the State Comptroller’s Help Desk for a copy of the paper form.

If a Vendor Responsibility Questionnaire has been filed online and has not been certified within the last six months, the Bidder must either update/recertify the online questionnaire or submit a new paper Vendor Responsibility Questionnaire.

Bidders filing paper questionnaires must submit a copy of the completed questionnaire with its bid proposal in the Administrative Binder.

Upon notification of award, the Contractor will be required to update/recertify the online questionnaire.

5.9 Contractor Certification (ST-220 Forms); Tax Law § 5-A

Tax Law § 5-a, as amended on April 26, 2006, requires certain Contractors who are awarded state contracts for commodities and/or services valued at more than \$100,000 (over the full term of the contract, excluding renewals) to certify to the Department of Taxation and Finance (DTF) they are registered to collect New York State (NYS) and local sales and compensating use taxes. The law applies to contracts where the total amount of the Contractor’s sales delivered into NYS exceed \$300,000 for the four quarterly periods immediately preceding the quarterly period when the certification is made; and with respect to any affiliates and subcontractors whose sales delivered into NYS also exceed \$300,000 in the same manner as noted above for the Contractor.

This law imposes upon certain Contractors the obligation to certify whether or not the Contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and Contractors must certify to DTF that each affiliate and subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes.

The law prohibits the State Comptroller, or other approving agency, from approving a contract awarded to a Contractor meeting the registration requirements but who is not so registered in accordance with the law.

Vendors may call DTF at 1-800-698-2909 for any and all questions relating to Tax Law § 5-a and relating to a company's registration status with DTF. For additional information and frequently asked questions, please refer to the DTF web site: <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf> Bidder is required to comply with the requirements thereof as found in the Contractor Certification Forms appended hereto as **Attachment #4**.

5.10 State Finance Law – “Procurement Lobbying Law”

The requirements of State Finance Law §§ 139-j and 139-k are hereby incorporated into this RFP and any resulting Agreement. The Bidder is required to comply with all requirements of State Finance Law §§ 139-j and 139-k. Further information and forms are appended hereto as **Attachment #3**.

State Finance Law § 139-k provides that the procurement contract award shall contain a certification by the Contractor that all information provided to the Department with respect to §§ 139-j and 139-k is complete, true and accurate and the resulting contract shall contain a provision authorizing the Department to terminate the contract in the event such certification is found to be intentionally false or intentionally incomplete. This contract language authorizes termination, but does not mandate termination.

5.11 Consultant Disclosure

The requirements of State Finance Law § 163(14) regarding Consultant Disclosure are hereby incorporated into this RFP and will be incorporated into the resulting Agreement. Bidder is required to comply with all requirements thereof as found in the Consultant Disclosure Information and Forms appended hereto as **Attachment #10**.

5.12 RFP Attachments

Appendix A: Standard Clauses for All New York State Contracts

The terms of Appendix A, Standard Clauses for All New York State Contracts, attached hereto, are hereby incorporated into this RFP and any resulting agreement. The Contractor is required to adhere to the clauses in Appendix A. Bidder should keep Appendix A for its records.

Appendix A1: Executive Order 26 Statewide Language Access Policy

The terms of Appendix A1, Statewide Language Access Policy, attached hereto, are hereby incorporated into this RFP and any resulting agreement. The Contractor is required to adhere to the clauses in Appendix A1. Bidder should keep Appendix A1 for its records.

5.13 Termination

See “Executory Clause” in Appendix A and the following:

(a) For Cause: For a material breach that remains uncured for more than thirty (30) calendar days or

other longer period as specified by written notice to the Contractor, the Contract may be terminated by the Department. Neither the State nor the Department shall be liable for any of Contractor's costs arising from the failure to perform or the termination, including without limitation costs incurred after the date of termination. Such termination shall be upon written notice to the Contractor. In such event, the Department may complete the contractual requirements in any manner it may deem advisable and pursue available legal or equitable remedies for breach.

(b) For Convenience: The Department retains the right to terminate the agreement, or any part thereof, without reason, provided that the Contractor is given at least thirty (30) days written notice of the Department's intent to terminate. This provision should not be understood as waiving the Department's right to terminate the agreement for cause or to stop work immediately for unsatisfactory work, but is supplementary to that provision.

(c) For Violation of Sections 139-j and 139-k of the State Finance Law: The Department reserves the right to terminate the Contract in the event it is found that the certification filed by the Bidder in accordance with Section 139-k of the State Finance Law was intentionally false or intentionally incomplete. Upon such finding, the Department may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

(d) For Violation of Section 5-a of the New York State Tax Law: The Department reserves the right to terminate the Contract in the event it is found that the certification filed by the Contractor in accordance with Section 5-a of the Tax Law is not timely filed during the term of the contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, the Department may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of the Contract.

(e) For Non-Responsibility: The Bidder agrees that if it is found by the State that the Bidder's responses to the Vendor Responsibility Questionnaire were intentionally false or intentionally incomplete, on such finding, the Department may terminate the Contract.

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Contract may be terminated by the Department at the Contractor's expense where the Contractor is determined by the Department to be non-responsible. In such event, the Department may complete the contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.

In no case such termination of the Contract by the State be deemed a breach thereof, nor shall the State be liable for any damages for lost profits or otherwise, which may be sustained by the Contractor as a result of such termination.

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

(g) Suspension of Work: The Department in its sole discretion, reserves the right to suspend any or all activities under the Contract, at any time, in the best interests of the Department. In the event of such suspension, the Contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget

freeze or reduction in State spending, declaration of emergency, contract compliance issues or other circumstances. Upon issuance of such notice, the Contractor is not to accept any work requests, and must comply with the suspension order. Activity may resume at such time as the Department issues a formal written notice authorizing a resumption of performance under the Contract.

5.14 Bonding Requirements

There are no bonds required for this contract.

5.15 Bidder Assurances

The Bidder warrants that it has carefully reviewed the needs of the Department for a Claims Administrator, as described in the RFP and its attachments and otherwise communicated in writing by the Department to the Bidder, that it has familiarized itself with the Department's specifications, and it warrants that it can provide such services as described in the RFP and as represented in its proposal.

The Bidder agrees that it will perform its obligations hereunder in accordance with all applicable Federal, State, and local laws, rules and regulations now or hereafter in effect.

The Bidder warrants and affirms that the terms of the RFP and any resultant agreement do not violate any contracts or agreements to which it is a party, and that its other contractual obligations will not adversely influence its capabilities to perform under the agreement.

Ethics Compliance: All Bidders/Contractors and their employees must comply with the requirements of Sections 73 and 74 of the Public Officers Law, other State codes, rules and regulations and executive orders establishing ethical standards for the conduct of business with New York State. In signing the Bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

Legal Compliance: The Bidder/Contractor represents and warrants that it shall secure all notices and comply with all applicable laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the Contract. Prior to award and during the Contract terms and any extensions thereof, Contractor must establish to the satisfaction of the Department that it meets or exceeds all requirements of the RFP and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as required by the Department. Failure to comply or failure to provide proof may constitute grounds for the Department to terminate or suspend the Contract, in whole or in part, or to take any other action deemed necessary by the Department. Contractor also agrees to disclose information and provide affirmations and certifications to comply with Section 139-j and 139-k of the State Finance Law.

5.16 Price Adjustments

Prices shall be firm for the term of the agreement.

5.17 Ownership and Title to Deliverables

Not applicable to this RFP.

5.18 Use of DFS and NYS Logos

The Contractor will not be permitted to use in any manner the Department's logos, or any official mark of NYS without prior approval by the Department. The Department reserves the right, in its sole discretion, to withhold approval. In the event the Department so approves such use, then any use of the logos or official marks shall strictly comply with the terms and conditions set forth by the Department.

5.19 Interpretation and Disputes

See "Conflicting Terms" in Appendix A.

5.20 Additional Security/Confidentiality Requirements

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

Security During the Course of Delivering Contract Services

1. The Contractor shall be solely responsible for the safety and security of all Department project sites, facilities, and components during the term of the engagement, with the exception that Contractor is not responsible for overall building security where a Department site is under the control and management of the Department or State agencies. Contractor remains responsible, however, for security of project components or equipment within such buildings, e.g., secure equipment enclosures within the space provided by such agencies. The Contractor shall be responsible for and shall correct any failure or theft of any component or portion of the project due to inadequate physical and/or information security at its cost and expense.
2. The physical security and the information security of project data shall be provided at a level commensurate with that normally established for a similar modern system.

Access by Personnel

1. The Contractor, its officers, agents, subcontractors, and their employees and independent Contractors, shall be required to comply with all applicable facility and information security policies and procedures of the Department and the State in performing the scope of work under the agreement. Such policies and procedures shall be communicated to the Contractor as a condition precedent to Contractor's obligations under this paragraph.
2. Contractor warrants that each individual performing work under an agreement is legally eligible to work in the United States and that such eligibility shall be maintained at all times during the engagement while the individual is accessing any Department facilities, information systems or data contained therein.
3. The Department reserves the right, in its sole discretion, and without liability to the Contractor's

officers, agents, subcontractors, and their collective employees and independent contractors, to withhold approval of and refuse to permit access to Department facilities, electronic information systems or data contained therein to any individual proposed by or through the Contractor:

- a. Who refuses to comply with the security procedures outlined in this Subsection or
 - b. Where the Department determines that the individual may present a risk to the Department's security interests.
4. The Department shall not be liable for payments or damages of any kind if the Contractor is delayed or unable to perform under an agreement as a result of the Department's denial of access to any individual(s) pursuant to this Subsection.

5.21 Patent/Copyright Indemnification

Not applicable to this RFP.

5.22 Conflicts

Federal Lobbying Certification

Section 1352 of Title 31 of the U.S. Code requires that funds appropriated to a Federal Department be subject to a requirement that any Federal Contractor or grantee (such as the State) must be required to certify that no Federal funds will be used to lobby or influence a Federal officer or a Member of Congress. The certification the State has been required to sign provides that the language of this certification be included in the contract documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. The certification also requires the completion of Federal lobbying reports and the imposition of a civil penalty of \$10,000 to \$100,000 for failing to make a required report. As a sub-recipient, the Contractor understands and agrees to the Federal requirements for certification and disclosure.

5.23 Penalties for Non-Performance

See Preliminary Contract/ Agreement for penalties for non-performance.

5.24 Iran Divestment Act of 2012

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should the Department receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the Department will review such information and offer the person an opportunity to respond. If the person fails to

demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the Department shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

The Department reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

5.25 Assignment

Contractor can only assign the contract in accordance with Section 138 of the State Finance Law. (See Appendix A). Upon notice to the Contractor, the Contract may be assigned without the consent of the Contractor to another State Agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the functions are transferred to a successor Agency or to another Agency that assumes responsibilities for the Contract.

5.26 Failure to Comply

Failure of Contractor to comply with any of the above requirements may be considered grounds for agreement termination by the Department. The Contractor shall be liable for any costs incurred by the Department relating to the fulfillment of an agreement should the agreement be terminated because the Contractor failed to perform.

5.27 Protest Procedures

In the event unsuccessful Bidders wish to protest the award resulting from this RFP, Bidders should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found in Chapter XI, Section 17, of the Guide to Financial Operations (GFO). Available on-line at: <http://www.osc.state.ny.us/agencies/guidelines.htm>

Section 6. Proposals

6.1 Submission of Proposals

All proposals and accompanying documentation will become the property of the Department and will not be returned. The content of each Bidder's proposal will be held in strict confidence during the bid evaluation process, and no details of any proposal will be discussed outside the evaluation process. The successful Bidder's proposal and a copy of the specification will be made part of the agreement. Therefore, an official authorized to commit the company to an agreement must sign the proposal.

Bidders interested in being considered for this engagement shall deliver an Administrative, Technical and Cost proposal in the following format: one(1) of each, originally signed, Administrative, Technical and Cost proposal, each in their own, 3 ring binder and two each of (2) photocopies in 3 ring binders of the Administrative, Technical and Cost proposals with Original signatures on Attachments #1, 1A, 1B, in the original binders of each proposal (signed by an individual authorized to represent the firm) and 1 USB drive (stored in a 3 ring sealable pouch of the Administrative Binder) containing all files from all

three proposals in a format compatible with Windows 2016 or earlier. Signatures should be wet signatures, digitally placed signatures are not considered original signatures by the Department.

Binders shall be grouped with like binders and packaged separately from the other categories. The 3 separate packages (Administrative, Technical, and Cost) can be packed together to be delivered as one parcel as long as they are packaged separately inside the one larger parcel.

Proposals must be delivered in their entirety by 1:00 p.m. Eastern Time on the date specified above as the Deadline for Receipt of Proposals. Proposals may, as applicable, be opened publicly. The Department reserves the right at any time to postpone or cancel a scheduled Bid opening.

Proposals received in whole or in part after 1:00 p.m. Eastern Time on the date specified above shall not be considered. Those proposals that do not furnish all of the information requested herein may not be considered. The Department reserves the right to reject any and all proposals if, in its judgment, the work proposed will not accomplish the objectives of this project or does not meet all of the requirements of this RFP. **Electronic or fax submissions will not be accepted. Due to security reasons, deliveries cannot be accepted in-person and one of methods stated below must be used.**

In order to expedite the solicitation process, proposals must be submitted by US Postal Service or an overnight carrier in a package, with all the following information labeled on the outside package/envelope:

Bidder's complete name and address

BID ENCLOSED for Proposal for: RFP #C000456 for Claims Administrator

Due Date and Time: Same as noted in Timetable of Key Events and sent to:

Dyane McGee

New York State Department of Financial Services

Office of Financial Management

One Commerce Plaza, Suite #1850

99 Washington Avenue

Albany, NY 12257

Failure to complete all information on the proposal envelope and/or packages may necessitate the premature opening of the proposal and may compromise confidentiality. Notwithstanding the Department's right to open a bid to ascertain the foregoing information, the Bidder assumes all risk of late delivery associated with the bid not being identified, packaged or labeled in accordance with foregoing requirements.

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

Late Bids: Any Bid (Proposal) received at the designated location after the established time will be considered a Late Bid. A Late Bid may be rejected and disqualified from award. Notwithstanding the foregoing, a Late Bid may be accepted in the Department's sole discretion where (i) no timely Bids

meeting the requirements of the RFP are received, (ii) in the case of multiple award, an insufficient number of timely Bids are received to satisfy the multiple award, or (iii) the Bidder has demonstrated to the satisfaction of the Department that the Late Bid was caused solely by factors outside the control of the Bidder. However, in no event shall the Department be under any obligation to accept a Late Bid. The basis for any determination to accept a Late Bid shall be documented in the procurement record.

6.2 Bidder Debriefing

An unsuccessful Bidder may request a debriefing within fifteen (15) days from the date of the Department's letter advising that the Bidder was not selected. The debriefing would be limited to the reasons that the Bidder's proposal was not selected. Debriefings would be held at Department offices located at One Commerce Plaza, Suite #1850, 99 Washington Avenue, Albany, NY.

6.3 Department's Rights to Proposals

By submitting a proposal, the Bidder covenants not to make any claim for, or have any right to, damages because of any misinterpretation or misunderstanding of the specification, or because of any misinformation or lack of information. The Department has the following prerogatives with regard to proposals submitted:

- To change any of the scheduled dates upon appropriate notification to all prospective Bidders;
- To accept or reject any or all proposals, or separable portions of proposals;
- Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available; and to direct Bidders to submit proposal modifications addressing subsequent amendments;
- To disqualify a Bidder from receiving an award if the Bidder, or anyone in the Bidder's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts;
- To disqualify any Bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
- To correct any arithmetic errors in any or all proposals;
- To waive or modify minor technicalities, irregularities and omissions in proposals, after notification to the Bidder;
- To waive any mandatory and/or non-material requirement(s) not met by all Bidders;
- To accept or reject illegible, incomplete or vague proposals;
- To seek clarifications of proposals;

- To adopt any part or all of a successful Bidder’s proposal;
- To utilize any and all ideas submitted in the proposals unless those ideas are protected by legal patent or property right;
- To consider conditional or revocable proposals which clearly communicates the terms or limitations of acceptance; and agreement award may be made in compliance with the Bidder’s conditional or revocable terms in the proposal;
- To not award from this solicitation;
- To have any service completed via separate competitive proposal or other means, as determined to be in the best interest of the State;
- To have the flexibility to consider proposals with minor deviations or technicalities and to waive minor deviations or technicalities that may be consistent with the intent and scope of the solicitation. This flexibility may permit a reasonable outcome in cases where the results of a fair, competitive process are clear but the award of a contract is threatened due to a minor technicality or a minor deviation;
- To break tie bids as follows: In the event two proposals are found to be substantially equivalent, price shall be the basis for determining award recipient. While prompt payment discounts will not be considered in determining the low Bid, the Department may consider any prompt payment discount in resolving proposals, which are otherwise tied. If two or more Bidders submit substantially equivalent proposals as to pricing or other factors, the decision of the Department to award a contract to one or more of such Bidders shall be final;
- To negotiate with the selected Bidder(s) prior to agreement award;
- To begin negotiations with another Bidder should the Department be unsuccessful in negotiating an agreement with the selected Bidder(s) within 30 calendar days.

6.4 Overview

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

This Request for Proposals (RFP) is not an offer and does not commit the Department to a contract/agreement. Furthermore, the Department is not liable for any costs, in whole or in part, incurred by a Bidder in the preparation of a response to this RFP, or for any work performed prior to Contract execution.

This section identifies the information that all Bidders must include in their proposals to the Department.

A uniform proposal format is required so that the Department can fairly evaluate all proposals. For each item listed below, please respond in order and provide the material required. Brochures, reproduced, copied or printouts of marketing literature may not be substituted for the proposal narratives and responses specified. Cross-references in the main proposal to any appendices are required. The Department will not review appendices or supplemental material for which a purpose is not clearly indicated.

Hyperlinks are not acceptable and will be redacted during the Administrative Review of proposals. Evaluators will be instructed to ignore all hyperlinks in any proposals.

For the purposes of evaluation, each proposal must be submitted in three (3) parts. Part I consists of the Administrative Proposal. Most of the Administrative Proposal is not evaluated, it is a method of submitting all of the Administrative documents and Attachments separately from the Technical and Cost Proposals. **The Reference forms(Attachment 9#) should be submitted in the Administrative Binder.** The Designated Contact or one of their designees will contact references once the Administrative Binder is reviewed. Once the responses have been gathered, a copy of the reference form and all the responses will be placed in the Technical Binder for evaluation.

Part II consists of the Technical Submittal. Technical Proposals must achieve at least at least 60% (or 42 points) of the total possible technical points to pass the Technical Evaluation round for a Bidder to have their Cost Proposal evaluated.

Part III consists of the Cost Submittal. Each part must be complete in itself in order that the review and or evaluation of all parts can be accomplished independently and concurrently, and that the Technical Submittal can be evaluated strictly on the basis of its merits. Cost information is not to be included in Part I or II. All parts must be sealed separately but can be included in one parcel.

The rules established for proposal content and format will be enforced. Variations from the rules prescribed herein may subject the respondent to outright disqualification. It is in the best interests of the Bidder to become familiar with the constraints imposed on its proposal, so that the evaluation process can proceed in a timely manner.

All proposals must be either hand written, typewritten or printed and submitted with original signatures. Proposals submitted hand written in pencil will be disqualified. The Department prefers that the proposals not be hand written, but this is not mandatory, provided the respondent uses ink or an indelible pen, and it is legible. All material shall be submitted in 3 ring binders. Do **not** assemble proposals any other way (i.e. spiral binding, post strips, etc. Proposals must conform to the terms set forth in the RFP, as extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative terms) may render the Proposal non-responsive and may result in rejection of the Proposal.

Designation of Proprietary Information (FOIL)

As an agency of the State of New York, all responses submitted to the Department may be disclosed

pursuant to requests for access made under the New York Freedom of Information Law (FOIL) provided, however, that there are no statutory restrictions that may exempt documents from FOIL disclosure. All work products described herein may also be subject to FOIL disclosure.

Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder/Contractor. Marking the Bid as “confidential” or “proprietary” on its face or in the document header or footer shall not be considered by the Department to be sufficient without specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder/Contractor. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the Freedom of Information Law must request the exemption in writing, setting forth the reasons for the claimed exemption. The Department’s receipt/acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures. Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder/Contractor will not be disclosed except as may be required by the Freedom of Information Law or other applicable State and federal laws.

The State does not indemnify Contractors/Vendors.

Each Bidder’s proposal shall be valid for a minimum period of at least (6) six months. Attachments 1, 1A, and 1B, The Proposal Response Cover Forms all contain a box that states “This bid is valid until (Must be at least 6 months) Date: _____.” The date must be completed and the form must be signed on each of the (3) three forms.

The Department desires to select the Bidder who will provide the “Best Value” taking into consideration the most beneficial combination of qualifications, services, and cost and has met the minimum qualifications of this RFP. Only proposals judged to be responsive to the requirements set forth in this RFP will be evaluated.

6.5 Administrative Binder

- **Attachments #1** : Submit originally signed Proposal Response Cover Form
- **Attachment #2: Non-discrimination in Employment in Northern Ireland: MacBride Fair Employment Principles** – Must be completed and submitted with bid.
- **Attachment #3: State Finance Law – “Procurement Lobbying Law” Information and Form** – Must be completed and submitted with bid.
- **Attachment #4: ST-220 Tax Certification Information and Forms** – Must be completed and ST-220-CA should be submitted with bid; and ST-220-TD should be completed and submitted directly to NYS Tax Department.
- **Attachment #5: Encouraging Use of N.Y. Businesses** – Must be completed and submitted with bid.
- **Attachment #6: Non-Collusion in Bidding Certificate** – Must be completed and submitted with bid.

- **Attachment #7: Confidentiality Agreement/Certificate of Non-Disclosure** – Must be completed and submitted with bid.
- **Attachment #8: Vendor Assurance of No Conflict of Interest** – Must be completed and submitted with bid.
- **Attachment #9: Reference Forms** – Must be completed and submitted with bid.
- **Attachment #10: Consultant Disclosure** – Must be completed and submitted with bid.
- **Attachment #11: EEO #162 Compliance Forms** – Must be completed and submitted with bid.
- **Attachment #12: EO #177 Certification Form** – Must be completed and submitted with bid.
- **Attachment #13: Preliminary Agreement/Contract** - Any Bidder proposed changes to the terms and conditions set forth in the Preliminary Agreement/Contract must be submitted with bid.
- **Vendor Responsibility Questionnaire.** – If online certification process is not utilized, please visit http://www.osc.state.ny.us/vendrep/forms_vendor.htm to print out and submit a vendor responsibility questionnaire with your bid. **Either online certification or paper questionnaire must accompany your bid.**
- **Signed Acknowledgement of any posted addendums and/or Questions and Answers forms.**

6.6 Technical Proposal (Part II)

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the Bidder to perform the services contained in section 4.0 of this RFP. The Technical Proposal should demonstrate the qualifications of the Bidder and of the staff to be assigned to provide services included in this RFP. Please include sufficient evidence to document how the Bidder meets the Minimum Qualifications found in section 3.0 of this RFP and how the Bidder will perform the scope of services found in section 4.0.

The Technical and Cost sections of each Bidder’s proposal will be evaluated separately. (See References in Administrative Section for a full description of the evaluation process for References section 6.4 Overview). To have your technical proposal evaluated, Bidders must meet the minimum qualification found in 3.0 of the RFP. Bidders must receive at least 60% (42 points) of the total possible technical points to pass the Technical Evaluation round to have their Cost Proposal evaluated.

6.7 Technical Submittal Requirements (Part II)

Format:

- Attachment 1A. Originally signed Technical Response Cover Form.
- Table of Contents.
- Cover Letter that provides the Department with a brief overview the Bidder and how the Bidder meets the minimum qualifications found in Section 3 of the RFP (Maximum 1 page front and back)
- Executive Summary: Bidder should include a brief narrative for its approach to meet the items found in the Scope of Work. The Executive Summary should be limited to 4 pages front and back.
- Resumes for key and pertinent staff involved in the day-to-day operations and

claims processing. Resumes are limited to (2) pages front and back allowed on each page. Minimum font is 9 and standard margins are in effect.

- The Bidder should provide a separate tab for its approach to meet the Scope of Work by including a detailed narrative for each of the items below:

1. Work Plan:

- a. Bidder to submit a detailed work plan describing its approach to the scope of services.
- b. Bidder to describe its strategy and methodologies employed in its work plan to achieve project completion within the allotted time.
- c. Bidder to describe innovative techniques in its work plan to ensure project success.

2. Project Schedule:

- a. Organizational Chart: The Bidder should include a 1 page 8.5 X 11 front side only organization Chart. The Chart should include pertinent staff and illustrate the flow of information.
- b. Detailed timelines including information of how bidder will complete the claims process for both the individual and biller claims processing in the allotted time. Separate timelines are preferred.
- c. Staffing Plan: Bidder's description of the required roles of their firm and their activities and time commitment required of Department (DFS) staff, including communication and frequency of meetings.
- d. Bidders plan specifically related to CPAs and Paralegals on their staff for this assignment, the roles they will play and copies of certifications in their individual fields.

3. Approach to processing claims:

- a. Bidder's approach to processing and making recommendations for the approximately 3,300 individual customers' claims.
- b. Bidder's approach to processing and making recommendations for the billers' claims.
- c. Bidder's approach to notifying and distributing all letters, forms, notices, payment-related materials and other materials required during the Claims Process, including any undeliverables for unclaimed funds.
- d. Bidder's approach to confirming and/or locating mailing addresses.
- e. Bidder's approach to providing an effective electronic data reporting and record-keeping system for all information as required by the Department and how they maintain this system(s), including backup documentation, its searchability and ability to provide reports and records.
- f. Bidder's approach to security, including its approach to fraud prevention and systems security.

4. References: Submit at least three (3) references, preferably from customers with similar objectives. More than three (3) references may be submitted, in the event one or more of the references do

not reply. References will be used in the order in which they appear in the Administrative Binder. Please number the references to ensure the correct order. Submitted references cannot include employees of the Department.

The Reference Form included with this RFP as Attachment # 9 shall be used and the responses received shall be reviewed and evaluated. It is the Bidder's responsibility to verify email addresses and phone numbers are current and references are available. The references shall be contacted. References will be contacted via Email first, if a phone call is needed, a maximum of three (3) attempts will be made to contact the reference during normal business hours. Any reference submitted not meeting these requirements, or unreachable if called, will be evaluated accordingly. If an additional reference has been provided, the Department will move on to the next reference and evaluate the next reference in line. If all submitted references have been exhausted and responses have not been received, the bidder will be evaluated accordingly based on receiving no response.

The Reference Form must be signed by the reference contact, or it will not count toward the minimum number of references provided. The Reference Form is to be provided to each reference to complete and sign, and should be returned in the Administrative Binder for submission with its bid.

6.8 Cost Submittal Requirements (Part III)

Part III of the proposal consists of the pricing proposal that sets forth the costs for the requested services. The cost submission should be complete, accurate, well-documented, and prepared using the Proposal Quote Form only. Cost information is not to be included in the Part I Administrative Proposal or Part II Technical Submittal. All prices must be inclusive of all costs necessary for proper performance under this agreement.

Cost Proposal-Fee Schedule: Bidders must sign and submit Attachment 1B, Cost Proposal Response Cover form and submit pricing using Attachment 1C the Proposal Quote Form contained in this RFP. The rates proposed by the Bidder must be for the duration of the Agreement, and inclusive of all costs including travel. The Proposal Quote Form is to be submitted at the same time as the remainder of the proposal but in a separate sealed package/envelope. No additional information is permitted on Attachment 1C, any edits or additional information submitted may deem a bidder's proposal non-responsive.

Section 7. Proposal Evaluation Criteria

7.1 Overview

The Superintendent and/or her designee(s) shall evaluate the proposals and select the Bidder that has the requisite experience and staffing to support the work required by the Department and does not have any conflicts. It is the Department's intention to use the proposals received for guidance purposes and it may request further clarification if deemed necessary, but only from those Bidders determined to be technically proficient regarding certain points noted in the proposal.

7.2 Method of Award

One award will be made based on a determination of Best Value offered by a responsive and responsible Bidder based on Article XI §163(4)(d) of the State Finance Law.

7.3 Technical Submittal Evaluation

The criteria against which each proposal will be evaluated are described below. After completion of the Technical Evaluation, a composite score will be assigned to each proposal.

(a) Technical Evaluation – (70%)
1) Work Plan.
2) Project Schedule.
3) Approach to Processing Claims.
4) References.

7.4 Cost Submittal Evaluation

After completion of the Cost Evaluation, a composite score will be assigned to each proposal. The criteria against which each proposal will be evaluated are described below.

(b) Cost Evaluation – (30%)
1) The Proposal Quote (i.e. price) for the term of the agreement.

The Department will evaluate all cost proposals from responsive Bidders that pass the technical evaluation. The proposal with the lowest total cost will be awarded the maximum cost score weighted at **30** points. The remaining cost proposals will receive a proportional number of points based upon the ratio of the proposal's total cost to the lowest total cost proposal as follows: $(\text{Lowest Total Proposal} / \text{Proposal being Evaluated}) \times 30 = \text{Cost score}$.

7.5 Oral Presentations

The Evaluation Team may require Bidders to make an oral presentation and/or demonstration to clarify or support representations made in the written Technical Proposal. The Department will make every effort to schedule a time for each oral presentation and/or demonstration at a time that is agreeable to the Bidder. Presentations/demonstrations will be conducted at the Department's offices. The Department reserves the right to reject the proposals of Bidders who fail to provide any oral presentation or demonstration as may be required.

Section 8. Attachments

- **Appendix A:** Standard Clauses for All New York State Contracts
- **Appendix A1:** Executive Order #26 Statewide Language Access Policy
- **Attachment #1 :** Administrative Proposal Response Cover Form
- **Attachment #1A :** Technical Proposal Response Cover Form
- **Attachment #1B :** Cost Proposal Response Cover Form
- **Attachment #1C :** Proposal Quote Form
- **Attachment #2: Non-discrimination in Employment in Northern Ireland: MacBride Fair Employment Principles** – Must be completed and submitted with bid.
- **Attachment #3: State Finance Law – “Procurement Lobbying Law” Information and Form** – Must be completed and submitted with bid.
- **Attachment #4: ST-220 Tax Certification Information and Forms** – Must be completed and ST-220-CA should be submitted with bid; and ST-220-TD should be completed and submitted directly to NYS Tax Department.
- **Attachment #5: Encouraging Use of N.Y. Businesses** – Must be completed and submitted with bid.
- **Attachment #6: Non-Collusion in Bidding Certificate** – Must be completed and submitted with bid.
- **Attachment #7: Confidentiality Agreement/Certificate of Non-Disclosure** – Must be completed and submitted with bid.
- **Attachment #8: Vendor Assurance of No Conflict of Interest** – Must be completed and submitted with bid.
- **Attachment #9: Reference Forms** – Must be completed and submitted with bid.
- **Attachment #10: Consultant Disclosure** – Must be completed and submitted with bid.
- **Attachment #11: EEO Compliance Forms** – Must be completed and submitted with bid.
- **Attachment #12: Executive Order 177 Certification**– Must be completed and submitted with bid.
- **Attachment #13: Preliminary Agreement/Contract**- Changes must be submitted with bid.