

Centralized Support Collection and Enforcement RFP
Amendment One

The following Questions and Answers (Q & A) will serve as Amendment one to OTDA's Centralized Support Collection and Enforcement RFP. Material in this Amendment supersedes any contradictory material in the RFP.

Please note that the due date for the Submission of Proposals remains unchanged.

All Proposals are due March 29th, 2024, by 3:00pm ET.

RFP #2023-04 Centralized Support Collection and Enforcement

Questions and Answers

Solicitation Section	Question	OTDA Response
1	Please reconfirm the due date for this procurement by providing it in response to answers to questions.	Please see RFP I, Calendar of Events and III, Administrative Information. The current due date for proposals is March 29, 2024, 3:00 p.m. ET. All amendments and/or addenda to procurement documents will be posted to the OTDA website at www.OTDA.ny.gov/contracts/procurementbid.asp .
2	Why has this bid been released at this time?	OTDA's current contract for these services will be expiring, and OTDA is competitively procuring a vendor for a new contract.
3	Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories?	No, bidders may not deviate in any way from the manner of quoting fees. Per the RFP Appendix P, "Offerors will be able to enter information only in the intended pricing cells (yellow). Offerors must not make any changes to additional cells. Doing so may result in disqualification."
4	Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable.	This question is not relevant to this solicitation
5	Has the current contract gone full term?	No, the current contract is set to expire 06/30/2025.
6	Have all options to extend the current contract been exercised?	All contractually contemplated extensions have been exercised.
7	Who is the incumbent, and how long has the incumbent been providing the requested services?	The current vendor is Conduent State and Local Solutions, Inc. This contract started 8/1/2017.
8	How are fees currently being billed by any incumbent(s), by category, and at what rates?	This question is not relevant to this solicitation
9	What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)?	Publicly available information is available at: https://www2.osc.state.ny.us/transparency/contracts/contracttransactions.cfm?Contract=000000000000000000029525 .
10	Is previous experience with any specific customer information systems, phone systems, or software required?	No, this is not a requirement.
11	What is the minimum required total call capacity?	Please see Appendix W (Statement of Work) III.F.10
12	What is the minimum simultaneous inbound call capacity?	Please see Appendix W (Statement of Work) III.F.10
13	What is the maximum wait time?	Please see Appendix W (Statement of Work) XIII M.2 and XIII M.3 and Appendix O #37
14	What is the maximum hold time?	Please see Appendix W (Statement of Work) XIII M.2 and XIII M.3 and appendix O # 37 There is no distinction between wait and hold times.
15	What percentage of inbound calls must be answered by a live operator?	All calls in which the caller requests a live operator must be answered accordingly. Please see Appendix W (Statement of Work) III.F.9 and III.F.10
16	What percentage of calls must be resolved without a transfer, second call, or a return call?	All calls must be resolved. There is no limitation on transfer, second or return calls. See Appendix W.III.F.9.
17	What is the maximum percentage of calls that can be terminated by the caller without resolution?	Calls may not be terminated without resolution, callback or referral. Please see Appendix W (Statement of Work) XIII.C
18	Is there a minimum or maximum number of operators and supervisors?	No, this would be determined by the bidder.
19	What is the required degree of dedication for the call center? (Can call centers work on other contracts at the same time as this one)?	The call center must be 100% dedicated to OTDA child support operations.
20	What is the required degree of dedication for the operators? (Can operators work on other contracts at the same time as this one)?	Operators must be 100% dedicated to this Contract during the hours they work on this contract. Laptops, equipment, services, and supplies provided under this contract must be used solely for this contract. Please see Appendix W (Statement of Work) IV.D
21	What is the current number of seats for operators and supervisors at your existing call center?	The approximate number of seats for operators and supervisors in our existing call center is 150.
22	What is the current average wait time for phone calls?	The average wait time for 2023 was 1 minute 15 seconds.
23	What is the current average handle time for phone calls and other types of communications?	The average handle time for 2023 was 6 minutes 36 seconds.
24	What is the current average after-call work time for operators?	This fluctuates based on various factors including but not limited to the call representative experience, purpose of the call, or the need for a referral. In 2023 the after call work time averaged 18 seconds.
25	Over the past year, what is the percentage of calls received in English versus non-English?	In 2023, 8% of the calls were in Spanish and 1% were in another language other than English or Spanish.
26	Over the past year, what percentage of calls received were in Spanish?	In 2023, 8% of the calls were in Spanish and 1% were in another language other than English or Spanish.
27	What time of day, days of the week, or times of the year do calls typically peak?	The call center peaks each year in August after the annual tax offset notice goes out. It also peaks a bit in February after the release of the annual client notice and in March and April when both parents could be filing taxes. The call center is slower prior to a holiday and peaks after each holiday. The call center's busiest day of the week at the present time is Monday and daily the busiest time is 10am-2pm.
28	Is there an existing/preferred property location already available that the selected vendor could lease? Or must a new property location be secured for this opportunity?	Per the RFP, Section B.3.c., "The existing Contractor's current Operations Facility may NOT be utilized" Yes, a new property location must be secured for this opportunity.
29	N/A	OTDA does not maintain a list of plan holders. Please see the response to question #30 for a list of those who attended the pre-bid conference.
30	Will OTDA release a list of plan holders? In doing so, MWBEs and SDVOBs will have an opportunity to express their interest and capabilities in the project to prime vendors. If plan holders are unknown, is there another method for MWBEs and SDVOBs to express interest in the project to prime vendors?	Attendees of the Offeror's Conference: Transworld Systems Inc., U.S. Bank, The Iridium Group, Wells Fargo Bank, N.A., DiRAD Technologies, Inc., Amazon Web Services (AWS), Maximus, Conduent State & Local Solutions, Inc., F. H. Cann & Associates, Inc., Informatrix, Inc., Slalom, Systems & Methods, Inc.
31	RFP Section III., H., Letter of Credit and Appendix T, Article 16	We are a vendor who would like to be a subcontractor for RFP #2023-04. Unfortunately, we missed the Offeror's meeting. Is there anyway to get a list of who attended so that we can let people know that we would be a good subcontractor?
32	RFP Section IV., B., Technical Proposal	Will OTDA consider allowing the contractor to provide a performance security bond rather than a letter of credit?
33	RFP Section IV., B.3.a Offeror's Experience	"Financial information must not be included in the Technical Proposal. A Technical Proposal that is incomplete in any material respect may be deemed non-responsive." Is a statement by the offeror that a service is provided cost-free, fee-free, or in compliance with an RFP requirement considered financial information?
		No, OTDA requires a letter of credit as specified in the RFP.
		No financial information can be provided in the Technical Proposal. This includes fee-free, cost-free, or compliance information.
		For requirements ii., iii., and iv. must offerors possess the annual volume experience stated for a single contract, or may offeror's combine volumes across multiple contracts to meet these requirements?
		Combined volumes across multiple contracts are acceptable.

Questions and Answers

Solicitation Section	Question	OTDA Response
34 Appendix W - Scope of Work, Section I. Required Services, B.	"...Although remote work is permissible, the Operations Facility must be able to accommodate a minimum of 50% in-person staff." Can OTDA clarify if 50% of the staff are required to work at the facility in-person or is it just necessary to have the capacity to do so?	Appendix W - Scope of Work, Section I. Required Services, B. is hereby amended as follows:"...Although remote work is permissible, OTDA requires at least 50% of staff working under this contract to be present in the facility at any time."
35 Appendix W - Scope of Work, Section III. Transition - 19 OTDA Space and Equipment	"The Contractor must maintain and provide a restricted office space with its own lockable door at its Operations Facility for ten (10) on-site OTDA staff to be available..." Can OTDA confirm that space is needed for 10 OTDA staff at all times (as opposed to providing capacity for 50% of these staff as referenced in I.B.)?	Yes, OTDA confirms that the requirement is space for 10 OTDA staff at all times.
36 Appendix W - Scope of Work, Section IV. Operations, A. Key Staff	Will OTDA consider allowing offerors to propose staffing plans and key staff positions that have proven successful in other similar operations?	No, OTDA has reviewed and discussed at length the minimum number of Key Staff OTDA sees as necessary. Please refer to Appendix W IV.A.
37 Appendix W - Scope of Work, Section VI. Payment Processing, A.1 Post Office Boxes	Can OTDA clarify the number of Post Office Boxes that are maintained for the Centralized Support Collection and Enforcement operations?	There are 14 PO Boxes.
38 Appendix W - Scope of Work, Section XIII., B. Electronic Communication	Is OTDA interested in electronic communication services other than email communications? If yes, may offerors include related cost in the Appendix P Ops-Customer Service sheet?	Appendix W - Scope of Work, Section XIII., B. Electronic Communication is hereby amended as follows "Receive electronic communications directed to the New York State DCSS, research and respond to the correspondence no later than 4:00 PM, ET, the next business day at the same performance level as if the inquiry were received by telephone." No modification to Appendix P is allowed or necessary as OTDA has requested a single price per correspondence regardless of the type of communication (Phone Call, Email, Etc.)
39 Appendix O, Section 4 Performance Standards and Associated Liquidated Damages. #38	Customer service accuracy rate refers to Appendix XII.M.5.6 that is mapped to the Interactive Voice Response Section. Please confirm that this should be mapped to the Customer Service under XIII.M.5 and 6 under the customer service section.	Appendix O, # 38 is hereby amended to reference Appendix W.XIII.M.5 and 6
40 Appendix O, Section 4 Performance Standards and Associated Liquidated Damages. #38	The liquidated damages section includes a 96% accuracy rate for customer service, however the customer service section shows a 95% rate. Please confirm the correct rate. Also, will this be client error findings or the contractor internal audit process?	Both the 95% and 96% respectively are correct, and describe two different customer service functions. The 96% refers to Customer Service accuracy rate for the Customer Service Representative (CSR) to enter the information in the system, post call. The 95% overall rating represents the quality of the CSR's performance during the call, for example politeness and accuracy. Pursuant to Appendix O Section 2, failures to achieve a Performance Standard may be measured by either the Contractor's Compliance Report or the result of the OTDA's monitoring.
41 Appendix O - Service Levels and Performance Standards	#41 indicates to refer to Appendix W VIII.A.3 and VIII.E.4 for the Customer Service Software Application availability outlined requirements, however VIII.A.3 is a requirement for Notice Print and VIII.E.4 does not exist in the RFP. What is the correct section for Service Level #41?	Appendix O, #41 is hereby amended to reference XIII.A.3 and XIII.E.2
42 Appendix B OTDA Terms and Conditions; 33(a). Limitation of Liability	Will OTDA please consider limiting Contractor's liability for direct damages to an amount equal to the total amount that OTDA has paid the Vendor in the 36 months prior to the relevant incident?	No, OTDA will not consider limiting Contractor's liability for direct damages.
43 Appendix B OTDA Terms and Conditions; 31. Indemnification	Will OTDA please consider limiting Contractor's indemnification obligations to claims directly caused by Contractor's own breach of contract, negligent acts or omissions, willful misconduct, or failure to perform?	No, OTDA will not consider limiting Contractor's indemnification obligations to claims directly caused by Contractor's own breach of contract, negligent acts or omissions, willful misconduct, or failure to perform.
44 Appendix B OTDA Terms and Conditions; 21. Procedures Upon Termination	In the event OTDA opts to terminate the contract in part or materially de-scopes the project, will OTDA please consider negotiating an equitable adjustment in price for the remaining scope of the project?	In such event, OTDA would consider an amendment to the Contract, if applicable, permissible, and in the best interest of the State.
45 Appendix B OTDA Terms and Conditions; 20(c). Termination	Will OTDA please consider providing the Contractor with the ability to recover reasonable unamortized and wind-down costs associated with OTDA opting to terminate the contract for its convenience and not due to the fault of the Contractor?	No but in such event, OTDA may consider an amendment to the Contract, if applicable, permissible and in the best interest of the State.
46 Appendix O - Service Levels and Performance Standards; Section 2(B). Liquidated Damages and Corrective Action Plan	Will OTDA please consider lowering the value of the aggregate monthly penalty assessment cap to ten percent (10%) of the monthly invoice amount?	No, OTDA will not consider lowering the value of the aggregate monthly penalty assessment cap.
47 Appendix O - Service Levels and Performance Standards; Section 2(B). Liquidated Damages and Corrective Action Plan	Will OTDA please consider inclusion of Excused Events language that releases Contractor from financial responsibility for events not directly caused by its own actions/inactions, such as: (i) when changes in scope, direction, budget, or program funding are made at the request of OTDA, and such changes adversely affect Contractor's ability to perform in accordance with the service levels; (ii) when program processes are changed at the request of OTDA, and such changes adversely affect Contractor's ability to perform in accordance with the service levels; (iii) when any stated assumptions on which a service level goal is based turn out not to have been correct; or (iv) when a failure is due to the acts or omissions of OTDA or third parties under OTDA's control?	No, OTDA will act in good faith in using its discretion in choosing to assess liquidated damages. If any changes to the scope, direction, budget, program funding, or program processes are made at the request of OTDA, OTDA would consider whether there is an effect on service levels or performance. Differences between historical volumes and future volumes will not excuse the contractor from meeting performance and service levels.
48 Appendix P; Appendix W, III. F. 12	Appendix P indicates pricing must be all inclusive, including postage. Appendix W, III, F. 12 indicates postage is a reimbursable expense. Please clarify.	Appendix W, § III.F.12, § III.F.13, and § III.F.14 are hereby deleted.
49 Appendix W, III. F. 12	Please confirm that print and mail related supplies such as paper, envelopes, miscellaneous print supplies, PO boxes rentals, Address Correction Services, and Cash Receipt Books are not reimbursable expenses under the contract resulting from this RFP.	OTDA confirms that the referenced items are not reimbursable expenses under the contract resulting from this RFP. Additionally, see answer to question #48.
50	Does OTDA desire Bidders to include a Cross Reference Matrix which shows the proposal section where information in response to Appendix W, Scope of Work is provided? If desired, would it be acceptable to provide this Cross Reference Matrix at the end of our technical proposal?	This would be at the option of the bidder.
51 Appendix W, I.B	Does OTDA require that the remote staff be located within the State of New York?	Yes, the staff working remote must be physically located in the State of NY. Furthermore remote staff must comply with the security requirements of the RFP including in Appendix W XIV.D.

Questions and Answers

Solicitation Section	Question	OTDA Response
52 Appendix W, I.B	Does OTDA consider "portable device" to include laptop computers? The RFP indicates 50% of the staff can be remote workers. A standard in the industry is for remote workers to use encrypted, physically secured, and hardened laptops to perform work.	Yes, OTDA considers laptop computers to be "portable device". Please see the response to question 51 above.
53 Section D. Minority & Woman-Owned Business Enterprise (MWBE) and Equal Employment Opportunity (EEO) Participation Requirements Section E. Service-Disabled Veteran-Owned Business Enterprises (SDVOB) in State Contracting	May Bidders exclude reimbursable amounts paid for mailing operations (postage, parcel post, express mail type charges and package delivery charges) when calculating the dollar amounts to meet the 15% MBE, 15% WBE, and 6% SDVOB participation goals?	No, there are no reimbursable costs under this contract. The goal is applied to the full value of the contract without exclusions.
54 Section D. Minority & Woman-Owned Business Enterprise (MWBE) and Equal Employment Opportunity (EEO) Participation Requirements Section E. Service-Disabled Veteran-Owned Business Enterprises (SDVOB) in State Contracting	May Bidders exclude reimbursable amounts paid for mailing operations (postage, parcel post, express mail type charges and package delivery charges) when calculating the dollar amount to meet the 6% SDVOB participation goal?	No, there are no reimbursable costs under this contract. The goal is applied to the full value of the contract without exclusions.
55 Appendix W, III.C.16 and Appendix W, III.E.5	Does OTDA require the Contractor to submit both a draft Business Continuity Plan (ref Appendix W, p. 169) and a Business Continuity Plan (ref Appendix W, p. 170)? Or are these plans to be combined into one plan as indicated in Appendix B-1, Item 21?	The draft comes in with the bid and final version needs to be submitted 30 days prior to the beginning of Transition
56 VI. Evaluation Process/Criteria, C. Technical Evaluation	Ref RFP VI. Evaluation Process/Criteria, C. Technical Evaluation, p. 23, will OTDA please provide information regarding the weighting of the sections of a Bidder's technical proposal for evaluation purposes? Are specific portions of the response more important in the evaluation than others?	Per the RFP, Section IV, A. "The Technical Proposal will be weighted 60% of an Offeror's total score and the Financial Proposal will be weighted 40% of an Offeror's total score." OTDA will not be providing additional information regarding evaluation methodology.
57 VI. Evaluation Process/Criteria, D. Financial Evaluation	Ref RFP VI. Evaluation Process/Criteria, D. Financial Evaluation, p. 24, will OTDA please provide information regarding the weighting of the sections of a Bidder's financial proposal for evaluation purposes? Are specific portions of the financial response more important in the evaluation than others?	Per the RFP, Section IV, A. "The Technical Proposal will be weighted 60% of an Offeror's total score and the Financial Proposal will be weighted 40% of an Offeror's total score." Bidders are encouraged to provide competitive pricing across all categories. All pricing will be considered in the evaluation process.
58 Appendix P and VI. Evaluation Process/Criteria, D. Financial Evaluation	Ref RFP Appendix P and VI. Evaluation Process/Criteria, D. Financial Evaluation, p. 24, please describe how the total price will be calculated for the Financial Evaluation? Will OTDA calculate a total price for each tab in Appendix P (i.e., Transition and Turnover; Operations; Ops-Data Capture; Ops-Customer Service; Debit Cards; Change Order)?	Please see above response for question #56.
59 Appendix P and VI. Evaluation Process/Criteria, D. Financial Evaluation	Ref RFP Appendix P and VI. Evaluation Process/Criteria, D. Financial Evaluation, p. 24, what time period will OTDA use for the Financial Evaluation? For example, annual price, initial contract term (5 yrs.), or total contract, including successive terms?	Please see above response for question #56.
60 Section D. Minority & Woman-Owned Business Enterprise (MWBE) and Equal Employment Opportunity (EEO) Participation Requirements Section E. Service-Disabled Veteran-Owned Business Enterprises (SDVOB) in State Contracting	Please confirm the invoiced contract amount is used to calculate the MBE/WBE/SDVOB participation goals.	MWBE/SDVOB goals will apply to the contract value as found in the Statewide Financial System (SFS)
61 Appendix P	Would OTDA consider adding lines that Bidders can modify in the Appendix P, Debit Card section to include nominal industry standard fees not currently included?	No, OTDA will not add lines to the Appendix P, Debit Card section. As per Appendix W VII.B.2 the bidder must offer the debit card holder two free transactions a month and then a fee of no more than \$1.50 for inquiry or withdrawal.
62 Appendix W, VII. B.3.e, Mailings	PCI compliant handling of returned debit cards is critical for security and fraud prevention purposes. With the strict facility location requirements and debit card industry and regulatory requirements, limiting the return address to New York when alternate locations with proven delivery of these secure services are available may increase costs to the State or Cardholders. To provide the most cost-effective solution and ensure PCI compliant handling/facility security, will ODDA modify the requirement language as follows: "envelope must contain a return address approved by OTDA".	Yes, Appendix W, VII. B.3.e, Mailings is hereby amended to modify the requirement language as follows: "e. Mailings – The Contractor must mail debit cards within five (5) days of receipt of a card order data file, a qualified requestor's receipt of a request for enrollment, or receipt of a request for a replacement card. The envelope must contain a return address approved by OTDA."
63 Appendix W, VII. B.4, Returned Mail	To maintain industry-standard debit card security practices and prevent fraudulent activity, will OTDA allow an alternate process, subject to OTDA approval, that meets both PCI standards and the needs of the program for Debit Card Services?	OTDA may only consider non-material changes during contract negotiations. Proposals must be based on the specifications currently in the RFP.