NEW YORK STATE EDUCATION DEPARTMENT
REQUEST FOR PROPOSAL (RFP)
RFP # 24-023

Grants Financial Management System (NYSED – GFMS)

The New York State Education Department (NYSED) **Office of Grants Finance** is seeking proposals from qualified vendors to provide a **Software as a Service (SaaS), cloud based low-code** integrated Grants Financial Management System (GFMS).

Subcontracting will be limited to thirty percent (30%) of the total contract budget. Subcontracting is defined as non-employee direct personal services and related incidental expenses, including travel.

NYSED will award **one** contract(s) pursuant to this RFP. The contract(s) resulting from this RFP will be for a term anticipated to begin **September 15, 2024** and to end **February 15, 2029**.

Bidders are required to comply with NYSED's Minority and Women-Owned Business Enterprises (M/WBE) participation goals for this RFP through one of three methods. Compliance methods are discussed in detail in the Minority/Women-Owned Business Enterprise (M/WBE) Participation Goals section below.

Components contained in RFP #24-023 are as follows:

1.) Description of Services to Be Performed
2.) Project Deliverables, Requirements, and Expectations
3.) Submission
4.) Evaluation Criteria and Method of Award
5.) Post Selection Procedures
6.) Assurances
7.) Submission Documents (separate document)

Questions Submission

Questions regarding the request must be submitted electronically to: **GFMSRFP@nysed.gov** no later than the close of business April 26, 2024. Questions regarding this request should be identified as Program, Fiscal or M/WBE. All Questions and Answers Summary will be posted to the Procurements webpage no later than May 3, 2024. The following are the designated contacts for this procurement:

Program Matters
Name: **Sarah Martin**
Fiscal Matters
Name: **Jessica Hartjen**
M/WBE Matters
Name: **Brian Hackett**

Email address: **GFMSRFP@nysed,gov**

Bidders are requested to submit their bids electronically. The following documents should be submitted by email as detailed in the Submission section of the RFP, and must be received at NYSED no later than **May 14, 2024 by 3:00 PM Eastern Time**:

1. Submission Documents labeled **[name of bidder] Submission Documents RFP #24-023**
2. Technical Proposal labeled **[name of bidder] Technical Proposal RFP #24-023**
3. Cost Proposal labeled **[name of bidder] Cost Proposal RFP #24-023**
4. M/WBE Documents labeled **[name of bidder] M/WBE Documents RFP #24-023**

The email address for all the documentation is cau@nysed.gov.

Instructions for Submitting an Electronic Bid:

1. The technical and cost proposal documents should be submitted in Microsoft Office. PDF files that are editable and Optical Character Recognition (OCR) searchable are acceptable. Please do not submit the technical or cost proposal as a scanned PDF.
2. Submission documents requiring a signature must be signed using one of the methods listed below and may be submitted as a Microsoft Office, PDF, or JPG document. A scanned PDF is acceptable for these documents.
3. The following forms of e-signatures are acceptable:
    a. handwritten signatures on faxed or scanned documents
    b. e-signatures that have been authenticated by a third-party digital software, such as DocuSign and Adobe Sign
    c. Store copies of the images of signatures placed on a document by copying and pasting or inserting them into it.
4. Unacceptable forms of e-signatures include:
    a. a typed name, including a signature created by selecting a script or calligraphy font for the typed name of the person "signing."
5. To identify the signer and indicate that the signer understood and intended to agree to the terms of the signed document, the signer will sign beside or provide by email the following attestation: "I agree, and it is my intent, to sign this document by [describe the signature solution used] and by electronically submitting this document to [name of recipient individual or entity]. I understand that my signing and submitting this document is the legal equivalent of having placed my handwritten signature on the submitted document and this attestation. I understand and agree that by electronically signing and submitting this document I am affirming to the truth of the information contained therein."
6. In order to ensure the timely receipt of your bid, please use the subject line "BID SUBMISSION RFP 24-023" – failure to appropriately label your bid or submitting a bid to any email address other than the one identified above may result in the bid not being received by the deadline or considered for award.
7. **Bids must be received by 3:00 pm Eastern Time on the due date.**

Anticipated Timeline

	Events	Dates
1.	RFP Issued	April 16th, 2024
2a.	Questions Deadline	April 26th, 2024
2b.	Answer Deadline	May 3rd, 2024
3.	Proposal Due Date	May 14th, 2024
4.	Preliminary Notification of Selected Vendor	June 15th 2024
5.	Contract Start Date	September 15th, 2024

Glossary of Terms/Acronyms

API	Application Program Interface
BCP	Business Continuity Planning
BOCES	Board of Cooperative Education Services
BRD	Business Requirement Document
CA	Contracting Agency
CAFE	**Ca**tegorical Aide/**Fe**deral Aide (prior name of the Grants Finance office). The CAFE system is a COBOL legacy mainframe-based system built in the late 1980's for processing grant payments in the Grants Finance office. All payments are bulkloaded to SFS with multiple interfaces required for administration and reconciliation.
CAU	Contract Administration Unit
CERT	Certificate Level (current amount authorized to spend)
CFR	Code of Federal Regulations
CIA	Confidentiality, Integrity, and Availability.
CISM	Certified Information Security Management
CISSP	Certified Information system security professional
CI/CD	Continuous Integration / Continuous deployment
COA	Chart of Accounts
COBOL	Common Business Oriented Language
CONUS	Continental United States
COTS	Commercial-Off-The-Shelf solution
CSV	Comma Separated Value
CRUD	Create, Read, Update, Delete
DATA Act	Digital Accountability and Transparency Act. The DATA Act is intended to standardize and centralize federal spending data, so that it can be aggregated, reconciled and made public.
DB	Database
Definition of Done	The Definition of Done is an agreed-upon set of items that must be completed before a project or user story can be considered complete. It is applied consistently and serves as an official gate separating things from being "in progress" to "done."
DPA	Data Protection Authority
DR	Disaster Recovery

DTF	Department of Taxation and Finance
EDGAPS	United States Education Department Grants last date to draw funds
EDGAR	United States Education Department General Administrative Regulations
EEO	Equal Employment Opportunity
ESD	Empire State Development
ETL	Extracting, Transforming and Loading
EZSPEC	EZSPEC is a Unisys software package for creating custom reports.
FERPA	Family Educational Rights and Privacy Act
FFATA	Federal Funding Accountability and Transparency Act
FIPS	Federal Information Processing Standards
GAAP	Generally Accepted Accounting Principles
GB	Gigabyte
GFMS	Grants Financial Management System (the proposed name of the new application)
GF	The Grants Finance Office is responsible for the financial management of over $3.5B supporting about 11,000 State and federal grants annually. The office administers all grant payments while other NYSED program offices are responsible for ensuring that the activities funded by the grants are planned and implemented appropriately. Grants are awarded to over 1,500 local agencies, including public school districts, charter schools, nonpublic schools, Boards of Cooperative Educational Services (BOCES), municipalities, post-secondary institutions, private not-for-profit organizations, community-based organizations, and library systems.
GREAT Act	The Grant Reporting Efficiency and Agreements Transparency (GREAT) Act is a new law signed on December 30, 2019. This law transforms federal grant reporting by directing federal agencies to modernize and improve grantee reporting.
Hybrid	Defined in this document as: (Waterfall + Agile) SDLC methodology.
IM	Instant Message
ISO	International Organization for Standardization
ISTQB	International Software Testing Qualifications Board
ITS	NYSED's internal Information Technology Services staff/office.
JPG	Joint Photographic Expert Group
KPI	Key Performance Index
LCDP	Low Code Development Platform
LEA	Local Educational Agencies.
M/WBE	Minority/Women-Owned Business Enterprise
NIST	National Institute of Standards and Technology
NYSED	New York State Education Department
OCM	Organizational Change Management
OCR	Optical Character Recognition
OF	Oracle Financial. This is an Oracle database used to receive and transmit extract files to and from SFS. It also Transmits payments file with Grants Finance transactions.
OSC	Office of the State Comptroller
PDF	Portable Document Format
PII	Personal Identifiable Information
PO	Program Office
PROJECT	Indicates a subrecipient grant award for a specific school year, 10-digit unique code

PSR	Project Status Report.
QA	Quality Assurance
QRG	Quality Resource Group
RAID	Risks, Assumptions, Issues, Dependencies.
Reconciliation	The process by which NYSED ensures that all financial transactions sent to SFS were received and processed appropriately, that all ledger data is consistent with NYSED internal system and that all discrepancies are explainable.
REST	Representational state transfer
RFP	Request for Proposal
RFQ	Request for Quote
SAAS	Software as a service (SAAS).
SAMS	State Aid Management Systems.
SDLC	Software Development Lifecycle
SDVOB	Services, Division of Service-Disabled Veterans' Business Development
SED	State Education Department
SEDMON	SED Monitoring is a survey system used by NYSED Program Office to receive Consolidated Application for ESSA funded programs.
SEDREF	State Education Department Reference File. All contact information for districts, BOCES (Boards of Cooperative Educational Services), Consortium for Workers Education (CWE) and charter schools are maintained in the SEDREF system. Also, SEDREF maintains key institutional data like school name, address, phone, grades served, and website URL and the names and contact information for several key personnel of the institution. SEDREF Cognos reports are available to the public with nightly refreshed data. SEDREF provides certain information to SAMS and some SEDREF data can be changed via SAMS.
SFS	Statewide Financial System. SFS is an Oracle Peoplesoft enterprise resource planning (ERP) system that was built to enable the State of New York to perform its fiscal and business management tasks effectively and transparently with a single, enterprise-wide accounting and financial management system that serves a broad base of stakeholders.
SFTP	Secure File Transfer Protocol
SIPOC	Suppliers, Inputs, Process, Outputs, Customers
SOC	Security Operations Center
SSO	Single Sign On
SSOT	Single Source of Truth
UAT	User Acceptance Testing
UGG	Uniform Grants Guidance. UGG is an authoritative set of rules and requirements for Federal awards that synthesizes and supersedes guidance from earlier OMB (Office of Management and Budget) circulars.
UI	User Interface
UEI	Unique Entity Identifier
UNISYS	United, information and systems.
UX	User Experience
Vendor	This is the designated vendor awarded under this RFQ and contracted to implement the solution for the NYSED Grants Finance Modernization Project. This may also be referred to as **Vendor, Contractor, System Implementer (SI), or Vendor / SI.**
VPAT	Voluntary Product Assessment Template. An example VPAT template may be found on the Section 508 website.

WBS	Work Breakdown Structure
WCAG	Web Content Accessibility Guidelines.
WCL	Workers' Compensation Law
WEBACC	Web Accessibility Policy
XLS	Excel Binary File Format
XML	Extensible Markup Language

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1. Description of Services to be Performed

1.1 Work Statement and Specifications

This section of the bid package details the services and products to be acquired. Please note that the contract process also includes general New York State administrative terms and conditions, as well as terms and conditions required by New York State law. These terms and conditions address issues related to both the submission of bids and any subsequent contract; they are included separately in this bid package for your information. Please review all terms and conditions.

1.2 Minority and Woman-Owned Business Enterprise (M/WBE) Participation Goals Pursuant to Article 15-A of the New York State Executive Law

For purposes of this procurement, NYS Education Department hereby establishes an overall goal of 30% of the total contract amount for M/WBE participation, 17% for Minority-Owned Business Enterprises ("MBE") participation and 13% for Women-Owned Business Enterprises ("WBE") participation based on the current availability of qualified MBEs and WBEs. All bidders must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this Contract. Minority and Women-Owned Business Enterprise (M/WBE) participation includes any and all services, materials or supplies purchased from New York State certified minority and women-owned firms. Utilization of certified Minority and Women-Owned firms will be applied toward the goals. Bidders can achieve compliance with NYSED's Minority and Women-Owned Business Enterprise goals as described below.

ACHIEVE FULL COMPLIANCE WITH PARTICIPATION GOALS (PREFERRED)

Bidders should submit subcontracting/supplier forms that meet or exceed NYSED's participation goals for this procurement. All subcontracting/supplier forms must be submitted with the bid proposal. In addition, bidders must complete and submit M/WBE 100: Utilization Plan, M/WBE 102: Notice of Intent to Participate and EEO 100: Staffing Plan. Instructions and copies of these forms are located in the Submission Documents. All firms utilized must be certified with the NYS Division of Minority and Women Business Development before beginning any work on this contract. For additional information and a listing of currently certified M/WBEs, see the NYS Directory of Certified Minority and Women-Owned Business Enterprises.

The contact person on M/WBE matters is available throughout the application and procurement process to assist bidders in meeting the M/WBE goals. NYSED reserves the right to approve the addition or deletion of subcontractors or suppliers to enable bidders to comply with the M/WBE goals, provided such addition or deletion does not impact the technical proposal and/or increase the total cost of the bid proposal.

DOCUMENTATION OF GOOD FAITH EFFORTS

Bidders must undertake a good faith effort to solicit NYS Certified M/WBE firms as subcontractors and/or suppliers in fulfillment of this procurement. Means of solicitation may include but are not limited to: advertisements in minority centered publications; solicitation of vendors found in the NYS Directory of Certified Minority and Women-Owned Business Enterprises; and the solicitation of minority and women-oriented trade and labor organizations. Bidders will be required to certify and attest to their good faith efforts by completing NYSED's Certification of Good Faith Efforts (Form M/WBE 105). See the M/WBE Submission Documents for detailed examples of and required forms to document good faith efforts.

NYSED reserves the right to reject any bid for failure to document "good faith efforts" to comply with the stated M/WBE goals.

IN THE EVENT BIDDERS CANNOT COMPLY WITH NYSED DESIGNATED PARTICIPATION GOALS, SAID BIDDERS MUST DOCUMENT THEIR "GOOD FAITH EFFORTS" TO COMPLY AND SUBMIT ONE OF THE FOLLOWING REQUESTS:

REQUEST A PARTIAL WAIVER OF PARTICIPATION GOALS

In order to request a partial waiver of the participation goals for this procurement, Bidders must provide documentation of their good faith efforts to obtain the use of certified M/WBE enterprises along with their bid proposal forms. The subcontracting forms must include the participation percentage(s) for which they seek approval. Bidders will be required to certify and attest to their good faith efforts. Bidders should submit a request for a partial waiver (Form M/WBE 101) and document their Good Faith Efforts (Form M/WBE 105) when the bid is submitted. Bidders must also complete and submit M/WBE 100: Utilization Plan, M/WBE 102: Notice of Intent to Participate and EEO 100: Staffing Plan. The M/WBE Coordinator is available throughout the procurement process to assist in all areas of M/WBE compliance.

REQUEST A COMPLETE WAIVER OF PARTICIPATION GOALS

In order to request a complete waiver of the participation goals for this procurement, Bidders must provide documentation of their Good Faith Efforts to obtain the use of certified M/WBE enterprises along with their bid proposal forms. Bidders will be required to certify and attest to their good faith efforts. Bidders should submit a request for a complete waiver on Form M/WBE 101 and document their Good Faith Efforts (Form M/WBE 105) while submitting their bid. The M/WBE Coordinator is available throughout the procurement process to assist in all areas of M/WBE compliance.

All payments to Minority and Women-Owned Business Enterprise subcontractor(s) must be reported to NYSED M/WBE Program Unit using M/WBE 103 Quarterly M/WBE Compliance Report. This report must be submitted quarterly and can be found on NYSED's M/WBE Forms and Compliance Forms webpage.

Service-Disabled Veteran-Owned Business (SDVOB) Participation Goals Pursuant to Article 3 of the Veterans' Services Law

Article 3 of the Veterans' Services Law allows eligible Veteran business owners to get certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB). The goal of Article 3 is to encourage and support eligible SDVOBs to play a greater role in the state's economy by increasing their participation in New York State's contracting opportunities. To this end, NYSED strongly encourages bidders to make maximum possible use of SDVOBs as subcontractors and/or suppliers under this contract, consistent with

the requirements of State Finance Law and State procurement guidelines, as well as NYSED policies and procedures. Bidders should consider fulfilling the requirements of this contract through the participation of SDVOBs at a rate of 6%. For additional information about this program, including a list of SDVOBs, please visit the Office of General Services, Division of Service-Disabled Veterans' Business Development website.

1.3 Project Background

NYSED's existing legacy system, CAFE (Categorical Aid/Federal Aid), was designed in the early 1980's using COBOL 76 computer programming language and is hosted on a UNISYS 4380 Mainframe. It is the main application used by NYSED staff to process approximately 11,000 subrecipient grant awards totaling over $3.5B annually. The existing code is difficult to modify and analyze due to 40+ years of modifications and customization. The system does not allow for information/data to be easily available in real-time or for ad-hoc reporting. NYSED and its subrecipients would benefit significantly from a modern web based end-to-end Grants Financial Management System that provides online entry/submission of project budgets, budget amendments, requests for payment, and final expenditure reports, and that incorporates built-in workflows and approvals between NYSED offices.

For this modernization effort, NYSED is soliciting proposals from qualified vendors to replace CAFE, its existing legacy grant payment and accounting system. Qualified vendors will have extensive experience in implementing large-scale Grants Financial Management Systems within State agencies and/or large local governments and will preferably be familiar with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and Education Department General Administrative Regulations (EDGAR).

The Solution Must:

- Modernize the submission of paper fiscal documents by local educational agencies (LEAs),
  including grant project expenditure-based budgets, budget modifications/amendments, requests for payment, and final expenditure reports, while seamlessly managing the fund level accounting of each financial transaction.
- Modernize the interaction between LEAs and program office during budget review and approval.
- Provide real-time dashboards and visibility into the grant management lifecycle and payment approval process across user groups.
- Provide advanced reporting and analytical capabilities to NYSED and its stakeholders.
- Transform daily processing into a file that meets the New York State Financial System's (SFS) file layout structure and send.
- Be securely and conveniently hosted on a cloud server.
- Be highly configurable/scalable to meet future changes to New York State Financial System (SFS) and Office of the State Comptroller (OSC) requirements, while leveraging industry best practices.

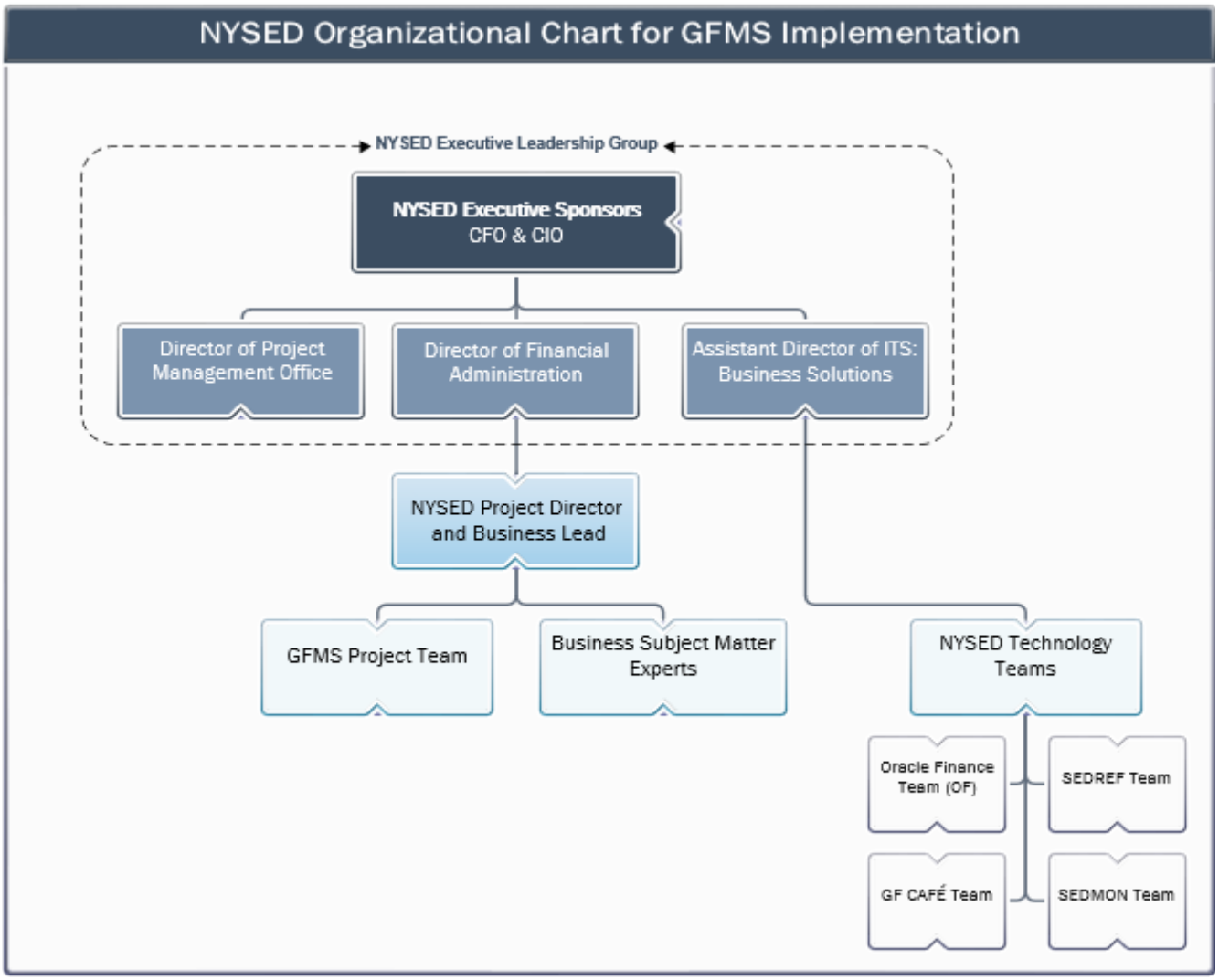
The fully implemented software solution must meet the following high-level expectations while meeting Milestones & Deliverable Requirements provided by the implementation vendor:

- Vendor must offer SaaS (software as a Service), cloud based Low Code Development Platform (LCDP).
- Vendor must develop Grant Administration system with user-friendly User Interface (UI) as per NYSED requirements.

  - **Grant Application Review and Award process-** Users can submit various forms, workflow for assigning and managing grant applications to review, update and track application status.
  - **Grant Financial Management-** NYSED Grants Finance staff monitor and track expenditures/obligations, perform fund accounting management, adhere GAAP standards, manage allocations and reallocations, and implement expenditure/budgetary controls with robust tracking.
  - **Reporting Analytics-** Includes standard**,** custom & ad hoc financial reports to track funds/monitor available balances and oversight for audit compliance.
  - **Dashboards-** Analytical dashboards to measure metrics/KPIs, analyze trends and patterns.
  - **Reconciliations** with Statewide Financial System to identify discrepancies and generate actionable insights to mitigate.
- Vendor must develop system interfaces with other financial and reporting systems and provide means of ensuring data transmission is accurate and complete.
- Vendor must develop Online Help / Self-Services to assist users in understanding, usage, troubleshooting independently.

1.4 NYSED Organizational Structure for Implementation

The diagram below is provided to help the bidder understand the reporting and decision-making structure for this modernization project.



The chart below is provided to help the bidder understand the roles and responsibilities of the NYSED teams:

Implementation Group	Description
Executive Leadership Group	The Chief Financial Officer is the ultimate "decider" on program decisions brought to her by the Project Director or the Director of Financial Administration. The Chief Information Officer (CIO) is the ultimate "decider" on technical decisions for the project. The Assistant Director of ITS and the Director of the Project Management Office (PMO) are also directly involved in providing technical oversight of the project. The implementation team can expect once significant development on milestones begins, to present to leadership as part of the Stakeholder Demonstrations as it aligns with sprint development releases. Together, this group will provide executive leadership on both business solution implementation and technology aspects of the program. Additionally, the Project Director presents progress reports to additional Senior Leadership within NYSED.
Project Director	The Project Director is involved in all areas of the project and will provide direction and vision to align with Executive Leadership, and additionally: • Oversees funding, invoices, and payments. • Reviews and provides direction on issues and risks. • Communicates project status directly to Executive Leadership • Provides leadership and decision-making among team technical plans
GFMS Business Solutions	This team, consisting of Grants Finance System subject matter experts (SMEs) was created specifically to oversee the creation of the new system as the core users of the GFMS. This team is responsible for reviewing and approving activities associated with design, validation, and implementation of the solution. This team is responsible for approving technical plans, including long-term solutions for maintenance and support of the developed system (GFMS), as part of the implementation plan.
GFMS Project Team	Consists of the Project Director, Project Manager, and Business Analysts
NYSED ITS	The NYSED Information Technology Services team provides technical leadership for the implementation, ensuring that technical plans align with the overall technical goals of NYSED.

1.5 Current Infrastructure

To assist in rightsizing and preparing the vendor cost proposal, the following details about the existing system are provided:

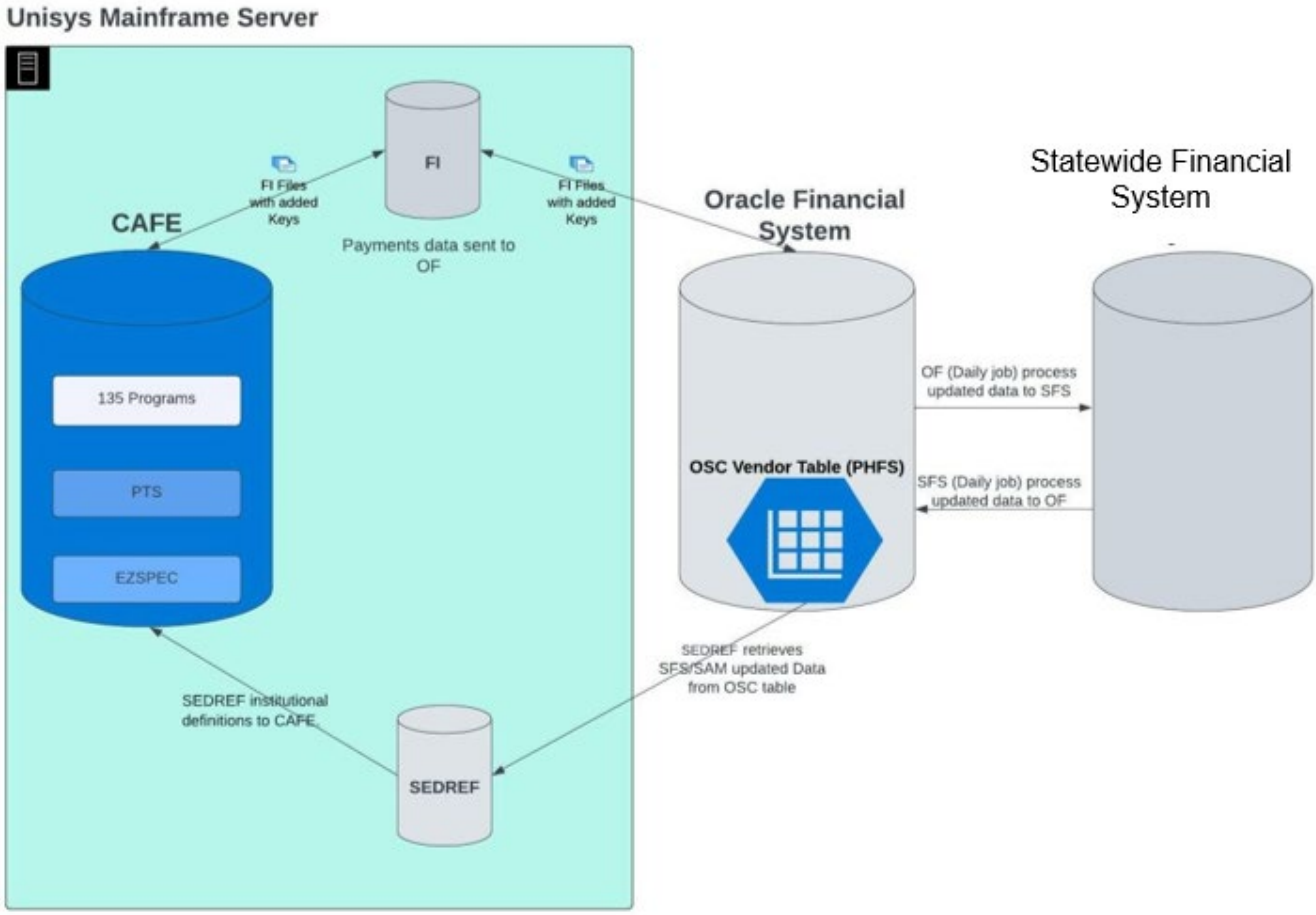
The Office of Grants Finance is responsible for the **post-award processing** and **accounting** of grant projects, including project expenditure-based budget review, issuing subrecipient grant award notices, processing payments, final expenditure report review/processing, project reporting, and closeout. The CAFÉ system currently maintains expenditure category (Professional Service, Support Staff Services, Purchased Services, Supplies and Materials, etc.) level accounting for each grant project/subaward. This information is rolled up in the system to monitor/track spending for grant programs by school year and funding source. The accounting ledgers are reconciled (balanced) monthly with the Statewide Financial System (SFS) while individual transactions are reconciled daily to ensure that complete processing has occurred.

1.5.1 Existing Application Environment

Platform	UNISYS 4380 Mainframe
Programming Language	COBOL74 and XGEN Language
Operating System	Master Control Program (MCP) Release 19.0/60.0
# of Programs (running reports and system)	135
Database Tables	20
Database Size	4 GB
Reports	100+

The figure below shows how the current mainframe system (CAFÉ) interacts with other systems such as: FI, SEDREF, OF (Oracle Finance), and SFS (Statewide Financial System) using SFTP batch jobs/manual flat files allowing for the efficient and secure exchange of data (Financial & Vendor information) between systems.

CAFÉ System Context Diagram and Data Flow



1.5.2 Grant Structure of Existing System with Counts

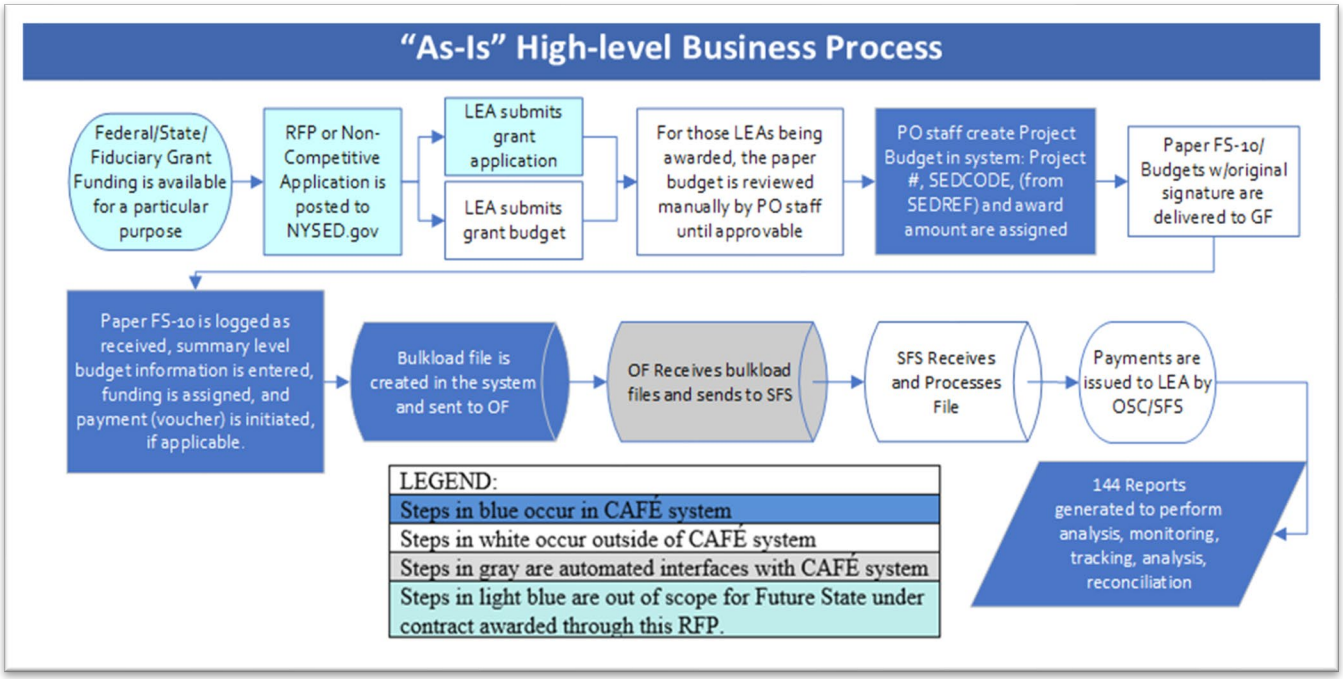
The table below shows the hierarchy of data elements in the existing system that will be replicated in the future state.

Type	Definition	Annual Counts (Approximate)	Years of Data to Migrate
Federal or State Awards	Funding that NYSED receives from the Federal government or from NYS State budget appropriation for a particular purpose to be administered by NYSED and awarded to subrecipients (LEAs) in NYS.	75-100	10
Grant Programs (Initiatives)	Grant Programs can be a 1 for 1 relationship with a State or Federal award or could represent a particular initiative that makes up a component of a State or Federal award.	90-115	10
Grant Project*	Represents a single subrecipient annual grant award to a LEA from NYSED for a particular Grant Program.	9,000 – 11,000	10
Voucher	Vouchers represent payments sent to LEA for a particular Grant Project.	25,000	10

**Note: LEAs submit an Expenditure Based Budget (Form FS-10) that is reviewed and approved by NYSED prior to voucher creation and payment.*

1.5.3 High-level "As-is" Business Process

The diagram below shows the high level "As-Is" NYSED Business Process for awarding subrecipient grants to local education agencies within NYS. The color codes help identify which steps occur in the existing system and those that are currently out of scope for this project.



1.5.4 Reports from Legacy System

The chart below shows the number of core reports generated from the mainframe system. Some of these reports will not be needed in the future state due to the ability to query data in real-time.

SOURCE	DESCRIPTION	COUNT
EZSPEC	The reporting tool utilized to create ad hoc reports from the database with the ability to save/edit report specifications for future use.	8
CAFE MAINFRAME	Reports created by IT program that can be scheduled in a run cycle: Quarterly, Monthly, Weekly, Daily	75
ONLINE	Web-based reports available on either the internal or external facing websites	37
OTHER	As needed data extracts	7

1.5.5 Future State Anticipated Number of Users (Estimate)

User	User Type	Estimated Users
NYSED Users – Edit/Update	Internal	200
NYSED Users – View Only	Internal	25
LEA Users – View Only	External	1250
LEA Users – Edit Access	External	2500

1.5.6 Future State Forms

Number	Name	Description
1	Expenditure Based Budget	FS10-Budgets
2	Budget Modification	FS10A-Budget Amendments
3	Request for Funds	FS25-Requests for Funds
4	Final Expenditure Report	FS10F-Final Expenditure Reports

2. Project Deliverables, Requirements, and Expectations

This section provides a complete overview of how NYSED expects the project management and implementation development to be conducted by the selected vendor and in collaboration with the Grants Finance Project Team(s). The work involved to meet contract expectations is broken down into several sections:

2.1 Project Management Activities

This is defined as daily, recurring, or standard project work, such as monthly status reports, that is necessary to provide visibility to NYSED on progress but also necessary for the daily work momentum. There is an expectation that the selected vendor is working in close collaboration with NYSED and the Grants Finance Project Team(s). The project work is the vehicle in which the collaboration is defined. A vendor may also bring their own best practices for project work as part of their engagement and to ensure the complete success of the project.

2.1.1 Vendor Work Location

Work may be performed at a remote work location within the Continental United States (CONUS). Key staff, such as the Vendor's leadership team, including Account Executive, Project Manager, and Business Analysts must attend **quarterly meetings** for one day at **89 Washington Avenue, Albany, NY**. It is preferred that the Vendor's Project Manager should be located within the Capital Region (Albany, Schenectady, Troy, Rensselaer, or Saratoga counties) and the primary project team must be available through Microsoft Outlook/Teams during the expected working hours. Vendor staff must perform all work on NYSED issued laptops, which will be shipped to the Vendor and should be returned at the end of the project engagement.

The Vendor will incur all travel associated costs. NYSED will not reimburse travel expenses.

2.1.2 Meeting Requirements

Meetings and regular communication with project stakeholders to review project progress are required. Stakeholders need to be fully engaged, have a feedback loop for continuous improvement, offer guidance on feature configurations, prioritize feature configurations, and define a shared understanding when a feature configuration is complete.

At minimum, the Vendor should conduct the following meetings and must utilize the NYSED's preferred project management software such as *Atlassian* products (Jira, Confluence, Bitbucket, etc.) and boards to facilitate these meetings:

Meeting	Location	Occurrence/Frequency	Purpose
Kick-off Summit	Albany, New York	2 day - Project Initiation	Review Objectives and Scope
Steering Committee	Albany, New York	Quarterly	To review progress, risks, and address any issues/concerns or change in scope.

Project Overview	Virtual	Monthly	Provide project overview, review progress, risks, project schedule.
Project Status	Virtual	Weekly	Provide update on project
Stand-up Scrum	Virtual	Daily	Discuss what was done prior day, to do, and any roadblocks.
Other Scrum	Virtual	As needed	Sprint Plannings- Each iteration will contain a prioritized list of requirements, Sprint Reviews - After each iteration, the outcome will be shared with stakeholders for feedback, determine if adaptations are needed or if the iteration is complete. Sprint Retrospectives - Lessons learned.

2.1.3 Reporting Requirements

At minimum, the Vendor should provide the following project/implementation documentation to NYSED:

1. Vendor Project Plan
    a. Statement of Work including all deliverables
    b. Work breakdown structure
    c. Project Timeline with milestones and tasks
    d. RAID Log (Risks, Actions, Issues, Decisions)
2. Weekly Project Report
3. Monthly Steering Report- Presentation to Project Director and Executive Stakeholders to identify project progress and risks.
4. User stories for all NYSED workflows.
5. Quality Assurance Test Plan
6. User Acceptance Testing (UAT) Plan-Documents testing strategy, test scenarios, resources to be used, environment creation details, and other related information.
    a. Needs to be approved by the sponsor and stakeholders.

For more details on the deliverables that are due against a milestone and the success criteria for a milestone, please refer to section 2.3 of this document & the Cost Proposal (Excel workbook).

Upon contract signing, NYSED will work with the Vendor to discuss the optimal combination of meetings and reporting for the project and if additional requirements are needed.

2.1.4 Additional Vendor Roles and Responsibilities

The vendor's staff must have advanced technical knowledge and skills to lead the implementation and collaboration amongst the different groups within NYSED. They must work in a hybrid agile capacity and are responsible for the following:

- Design and technical plans of all the system components
- Software coding and development of all system components

- Meeting technical timelines and informing the Project Manager/Scrum Master of any issues or risks
- Vendor should successfully migrate data from the current CAFE database to the new database and demonstrate the completeness and correctness of the transferred data.
- Demonstrating workable code via Stakeholder Demonstrations

2.1.5 Hybrid/Agile Methodology

The primary project team shall adapt to agile methodologies considering the ability to embrace change during the development process. The team shall have a basic understanding of Agile-Scrum methodology. The Grants Finance modernization project's main objective is replacing manual data entry of paper submissions in the UNISYS mainframe. Currently, many of the processes and reports are limited due to the restrictions of the existing system and many will no longer be needed in an online system. NYSED users viewing and testing the new software will raise new procedural questions and force a reevaluation of current processes. New workflow realities will emerge as the project progresses and new requests and modifications to the software will be needed. Please refer to *section 2.4, Change Management Process and Issue Tracking*, for information regarding how changes will be handled under the contract.

Definition and relationship between terminologies used in section 2.2 & Section 2.3:

1. **Milestone** – Each milestone is associated with a set of features. Example: GFMS-Milestone-M06
2. **Feature** – Each feature is a functionality of Grants Finance and associated with a set of deliverables. Example: GFMS-Mod-feature-006 & GFMS-Mod-feature-007.
3. **Deliverables** – As each feature is a functionality and the 'Definition of Done' for each feature will be a shippable product/Release, a set of deliverables are associated with each feature. Example: 'UAT completion report' or 'Evidence of successful deployment'.
4. **Deliverable Reference** – All the deliverables are consolidated under different deliverable references. Example: D700 Quality Assurance Testing or D800 Deployment. Each 'Deliverable reference' specifies a set of high-level requirements for each of the SDLC phase.

Note: the deliverable reference is not linked to payments. All payments are driven off the Milestones and the fulfillment of its associated success criteria.

To provide more clarity on how the deliverables, milestones and success criteria are laid out in the RFP, please refer to table below.

Milestone/Feature/Deliverable reference	Associated section in the RFP
High level requirements for a SDLC phase and its associated deliverables	Refer to table in section 2.2.1 Deliverables and Implementation Requirements
All Non-functional requirements	Refer to table in section 2.2.2 Non-Functional Requirements
Milestones and the features linked to each milestone	Refer to table in section 2.3.1 Milestones
Success Criteria of each milestone	Refer to table in section 2.3.2 Milestone Success Criteria

2.2 Deliverables and Functional/Non-Functional Requirements

2.2.1 Deliverables and Implementation Requirements

The implementation requirements identify the required work to meet each Deliverable. The purpose is for NYSED to provide as much requirement specificity to allow a vendor to develop a reasonable effort for the implementation work. **Note**: The deliverable reference is not linked to payments. All vendor payments are based on Milestone completion and the fulfillment of its associated success criteria.

All deliverables should be reviewed & approved by NYSED. Deliverables should be in 'NYSED approved' status, only then the milestone is considered complete. For details on the milestone refer to table in section '2.3.1 Milestones'.

D100 - Project Management Activities	
Requirement Description	**Deliverables**
• The vendor must establish project governance. • The vendor must develop DED - Deliverable Expectations Document • The vendor must develop communication plan. • The vendor must create and update project plan to include all contractor deliverables and project phases. • The vendor must work with NYSED to establish scope. • The vendor must create RAID log for project. • The vendor must engage in stakeholder expectations management. • The vendor must execute project kick-off summit. • During project closure, vendor must handover User support documentation, project closure documents, stopping of periodic ETL from As-is system, revoking of to-be system access to vendors who are not involved in continued support etc.	• Stakeholder Register • Project schedule • Project Management Plan • Monthly/Weekly Project Status Report • Risks, Assumptions, Issues, Dependencies (RAID) Log • Project closure report. • Support management plan

D200 – As-is system understanding & To-be system design	
Requirement Description	**Deliverables**
• Vendor must offer SaaS (software as a Service), cloud based Low Code Development Platform (LCDP) • Vendor must develop Grant Administration system with user-friendly UI as per NYSED requirements. – **Grant Application Review and Award process-** Users can submit various forms, workflow for assigning and managing grant applications to review, update and track application status. – **Grant Financial Management-** NYSED Grants Finance staff monitor and track expenditures/obligations, perform fund accounting management, adhere GAAP standards, manage allocations and reallocations, and implement	• Requirements Document Or its Agile equivalent like Product backlog • Technical System Specification Document • Testing risk assessment & Test Strategy • Traceability matrix

expenditure/budgetary controls with robust tracking. – **Reporting Analytics-** Includes standard**,** custom & adhoc financial reports to track funds/monitor available balances and oversight for audit compliance. – **Dashboards-** Analytical dashboards to measure metrics/KPIs, analyze trends and patterns. – **Reconciliations** with Statewide Financial System to identify discrepancies and generate actionable insights to mitigate. • The vendor must develop system interfaces with other financial and reporting systems and provide means of ensuring data transmission is accurate and complete. • The vendor must develop Online Help / Self-Services to assist users in understanding, usage, troubleshooting independently.	

D300 – Data Migration	
Requirement Description	**Deliverables**
• The vendor must be able to perform data migration activities from Unisys mainframe to cloud database environment and should develop data architecture as required by NYSED. Knowledge of COBOL programming language is preferred. • The vendor must develop and document a step-by-step approach for Extracting, Transforming and Loading (ETL) processes for data migration. • The Vendor must migrate all records from the legacy databases, resolve any issues and create the appropriate destination locations in the "To Be" system. • The Vendor will collaborate with NYSED database team to develop stored procedures and rules to transfer data and continually refresh throughout the implementation. • The Vendor must provide data cleansing services as part of data migration, leading the collaboration with NYSED IT and Business Team. • The Vendor must provide data cleansing services as part of data migration, leading the collaboration with NYSED IT and Business Team. • The Vendor must collaborate with NYSED to establish a clear, agreed-upon standard for when a record from the Unisys Mainframe database is accurate and complete. Each field in each record will need to be aligned with a corresponding field and record in the "To Be" system. • The Vendor must conduct data validation testing to ensure every record is accurately migrated to the new database.	• Data mapping between CAFÉ and To-be system. • Data dictionary of To-be system. • Entity Relation diagram of the To-be database. • Proof of concept (POC) of data migration, completion report. • Full Data migration plan • Full Data migration completion report • Two Periodic extract, transform & load (ETL) completion report. • Release notes

• The Vendor must allow NYSED Business and IT Teams to inspect the following and provide sign-off confirming that all required data has been migrated successfully.
  – Count of Datasets
  – Count of Total Records per Table
  – Data Quality/Accuracy
  – Data Structure and Indexes
• Database Performance
• The vendor must archive data that was extracted from the legacy system but not utilized in the "To Be" system. The archived data needs to be available in format that is easily accessible.
 	
Data Migration Testing
 	
• The vendor must conduct data validation testing to ensure every record is accurately migrated to the new system.
• The vendor must test how the migrated data integrates within the new system (Ex. edit the migrated data record and determine whether migrated record auto-populates upon entering several characters within a field).	

D400 – User Interface **D400-1 Forms Digitalization**	
Requirement Description	**Deliverables**

• The System must have online dynamic form/template configuration with the ability to create new/modify existing online forms without extensive development/customization. It should include auto-save functionality.
• The System must have a user-friendly UI that:
  – is easy to navigate.
  – has uniformity in design elements such as: buttons, fonts, form fields, and labels.
  – provides feedback/information such as: tooltips, validation success and error messages, and mandatory fields.
  – incorporates responsive design (adapting to different screens) across platforms.
  – auto populates inputs from system interfaces and performs aggregations where necessary.
• The system must have robust search capability to retrieve information based on search of key words, fields, text in notes section, other metadata, etc. The system must post SED announcements pertaining specifically to GFMS users on the *Welcome* page.
• The system must have an organizational page integrated with SEDREF to populate LEA information.
	• Application specification doc or its Agile equivalent
	• Component specification doc or its Agile equivalent
	• Wireframes for New User interfaces & Reports

• The system must have automated workflow routing to process submitted fiscal forms such as review, rejection, approval, return for modification, etc. • The system must have a customizable dashboard to view the list of applications and status with the option to drag and drop selected fields. • The system must send notification/alert through Microsoft outlook emails for listed and group of users by function such as dunning, approved cert, status change, submission, due date, flags, job runs failure and success etc. • The system must check completeness & accuracy to submit and acknowledge forms. • The system must have the capability to upload documents such as supporting information/source documents and reports in supportable file formats such as: pdf, xlsx, docx, csv, zip, etc. The system must generate unique reference number /acknowledgment number upon form submission of form by LEA to track and monitor status. • The system must adhere to NYSED compliance and auditing such as – users to sign and certify submissions electronically in compliance with e-signature policy. (Refer to NYSED policy in Attachment 7.5). – Audit trail logs functionality to facilitate accountability, traceability, compliance to track all system activities and changes such as user logins, modifications, database access, configuration changes and many more.	
D400 – User Interface **D400-2 Grant Funding**	
Requirement Description	**Deliverables**
• The system must transform approximately 34 view and update mainframe screens into user-friendly UI to perform critical Grants Financial Management. (Refer to sample screens in Attachment 4). • The system must allow for hierarchical relationship between data components to easily drill down to transactional data (lowest level) *Refer to 1.5.2 Grant Structure of Existing System with Counts* • Authorized users periodically create and update different data elements including but not limited to: Chart of Accounts (COA) Information, Funding Source, Fund Code, Project Information, Contract Information, Funding Distribution, Grant Award Period, Grant Award Date, Appropriations, Segregations, Allocations, etc. – The system shall allow for the creation, monitoring, and processing of allocation records for specific grant programs at the LEA level. The system must	• Application specification doc or its Agile equivalent • Component specification doc or its Agile equivalent • Wireframes for New User interfaces & Reports

allow for modification/reallocation of amounts and rebalance calculations. • The system must perform financial accounting computations. • The system must support/track budget modifications at the budget expense category level. • The system must store specific dates such as liquidation date and expiration date and carry forward unobligated balances to next fiscal year if funds are still active (not expired or liquidated.) • The system must have expenditure/ budgetary controls with a robust tracking action. – Stop payment such as SED Stop, Project Stop, Contract Stop, Bud Stop, Pay Stop to freeze budget payment releases as per NYSED business logics. – Threshold logics to flag and display alerts and warning messages to monitor such as fund balances & utilization. – Generate notification, emails such as dunning letters, approval notification at defined frequency until flags are mitigated (ex. Overdue Final Expenditure Report) • The system must support bulk load processing or interfaces with other accounting systems for financial accounting and reconciliation. • The system must automatically generate unique voucher numbers for payment authorization.	
D400 – User Interface **D400-3 Reports**	
Requirement Description	**Deliverables**
• The system must easily replicate approximately 100+ standard reports (mainframe, EZSPEC, web & others) with summary and transaction level data to perform analysis at a defined frequency: daily, weekly, monthly, quarterly, or annually. (Refer sample reports in Attachment 3). • The system must have reporting tools to generate custom reports on an adhoc basis to help facilitate audits, FOIL requests, other special data requests. • The system must connect to databases (either cloud or on Prem) of various source systems and perform transformation logics (data cleansing, formatting, calculations, and aggregations) to create data reports and visualizations/charts. • The system must have data manipulation/data analysis feature to enhance user ability to interact and analyze data and to perform custom/ad hoc reports using features such as:	• Application specification doc or its Agile equivalent • Component specification doc or its Agile equivalent • Wireframes for New User interfaces & Reports

– Selection of multiple data fields – Sorting functionality to identify patterns/outliers. – Dynamic filters to narrow down the criteria. – Grouping and aggregations. – Drag and drop to rearrange and customize the layout to create personalized view. – Pivoting to rotate columns to rows or rows to column to analyze data from different perspectives. – Charting options to visually represent through various charts (line, pie, bar, etc.) – Collapse and expandable feature to hide or reveal certain aspects. • The system must have interactive dashboards with features such as: – KPIs/metrics to provide at-a-glance summary to measure performance. – Ability to drill down on dashboard data elements from summary to transactional level data to perform analysis. • The system must have export and share feature. – Export reports to different supportable format (pdf, excel, csv, etc.) – Share through collaboration platforms (emails, hyperlinks, etc.) • The system must print queries including all pages or selected pages. Prints should conform to a 'fit to page' format.	
D400 – User Interface **D400-4 Reconciliation**	
Requirement Description	**Deliverables**
• The system must have a repository to store and view reconciliations at Chart of Account / Fund/yr level as a hyperlink to adhere audit policies. • The system must perform computations and aggregation as per NYSED business logics to reconcile with the Statewide Financial System ledgers to identify discrepancies. • The system must generate summary reconciliation reports at the highest level (Chart of accounts) and allow for drill down to lowest transactional level to perform analysis. • The system must provide financial insights to help identify potential reasons for discrepancies. This will aid in identifying additional action that may be needed by the reviewer/user. • The system must convert transactional line-item attributes to .pdf as clickable hyperlink to perform analysis.	• Application specification doc or its Agile equivalent • Component specification doc or its Agile equivalent • Wireframes for New User interfaces & Reports

D400 – User Interface **D400-5 Notifications / Communications**	
Requirement Description	**Deliverables**
• The system must send automated emails for user registrations and onboarding. • The system must allow NYSED users to create and customize notifications with minimal training. • The system must have automated notifications for applicants, reviewers, and administrators at different stages of grant lifecycle. • The system must offer chat communications from within the system between the LEA's and NYSED users. • Communication for a specific grant must be viewable within that grant. • Generic communication with the LEA must be viewable at the LEA level. • The system must send an acknowledgement to the LEA users upon submitting a budget application/form. • The system must generate notifications when a grant application status changes. • The system must generate notification alerts when grants approach expiration dates. • The system must generate email notification such as dunning letters, approval notification at defined frequency until flags are mitigated (ex. overdue Final Expenditure Report) • The system must alert users to system updates and maintenance. The system must provide security and privacy notifications.	• Application specification doc or its Agile equivalent • Component specification doc or its Agile equivalent • Wireframes for New User interfaces & Reports
D400 – User Interface **D400-6 Document Management**	
Requirement Description	**Deliverables**
• The system must have centralized cloud storage and retrieval of grant related documents such as: grant award notices and supporting documentation that are sharable through collaboration platforms, email, hyperlinks. • The system must have version control for documents to track changes over time. • The system must have secure access control for sensitive documents.	• Application specification doc or its Agile equivalent • Component specification doc or its Agile equivalent • Wireframes for New User interfaces & Reports
D400 – User Interface	

D400-7 Role-based Access and Privileges	
Requirement Description	**Deliverables**
• The system must be able to assign roles and privileges to a login to restrict or limit access to functionality within the application.	• Application specification doc or its Agile equivalent • Component specification doc or its Agile equivalent • Wireframes for New User interfaces & Reports

D400 – User Interface D400-8 Online Help / Self-Service	
Requirement Description	**Deliverables**
• The vendor must provide online help/support to users in the new system. • The vendor must create a manual for the entire application. • The vendor must provide instructional videos for users. The vendor must provide various job-aids (step by step instructions) for users.	• Application specification doc or its Agile equivalent • Component specification doc or its Agile equivalent • Wireframes for New User interfaces & Reports

D500 – UX Design and Information Architecture Deliverables	
Requirement Description	**Deliverables**
• The vendor must create clickable interactive wireframes/prototype/mock-ups. • The vendor must create Style guide for development using NYSED branding and colors. https://eservices.nysed.gov/nysed-assets/color_scheme.html • The vendor must create UX journey and story maps for each persona. • The vendor must create an Information Architecture map for full application. The vendor must create workflows for persona notifications, alerts, and approvals.	• Application specification doc or its Agile equivalent • Component specification doc or its Agile equivalent • Wireframes for New User interfaces & Reports

D600 – Integration	
Requirement Description	**Deliverables**
• The vendor must integrate the data transfers through batch processing at scheduled intervals or real-time data ensuring immediate updates and interaction between integrated systems. • The vendor must detail and deliver a plan to handle data integration from various sources and formats ensuring smooth data flow and compatibility across the systems. • The vendor must define and document requirements for existing system interfaces to be re-established in the new environment. These interfaces include but not limited to:	• CI/CD pipeline & Devops tool set up & usage report. • Readiness report of integrated test environment with connectivity with interfacing application.

– Oracle Financial system (OF) - currently batch file process through SFTP ***(Bidirectional)*** – SEDREF - NYSED's institutional database ***(Unidirectional)*** • The vendor must define and document requirements for new system interfaces in the new environment. These interfaces include but are not limited to: – SEDMON - Application intake survey system built in house ***(Bidirectional)*** – HighQ - RFP intake/contract creation system ***(Bidirectional)*** • The vendor must provide API's (Request & Responses structure) that are going to be mapped to field values on forms. • The vendor must develop API's that can access internal system databases using RESTful to perform CRUD (create, read, update, delete) operations. • The vendor must establish, test, and configure integrations to support the Grants Financial Management System in the new platform. The vendor must adhere to stringent security measures including proper authentication and authorization mechanisms, comply with data privacy regulations. (Refer Attachment 7.8).	

D700 – Quality Assurance testing **D700-1 Functional & Non-Functional testing**	
Requirement Description	**Deliverables**
General • The vendor must create user stories in JIRA for all implementation development and project management tasks and execute tests for all functionalities. The user stories should be traceable to requirements, include test data, preconditions, criteria, automation scripts, and test results including failures and mitigations throughout the implementation. **QA Test Plan** • Upon comprehensive understanding of project requirements, the Vendor must provide a Quality Assurance Test Plan, Test Cases, and Executed Test Results documents. **Testing Environments** • The Vendor must provide a QA testing environment and a Staging testing environment, separate from the Production environment. **Testing Tools**	• CI/CD pipeline & Devops tool set up & usage report. • Automated test suite set up to run as soon as code is checked in. • Readiness report of integrated test environment with connectivity with interfacing application. • Unit testing results and SIT test results. • UAT completion report • Test completion report for fix of all major defects identified during UAT.

• Vendor must utilize advanced testing tools. Tools for test management and developing automated and repeatable functional and non-functional tests are required. • Vendor must provide issue tracking software for logging, monitoring, and closing. **User Interface Testing (UI)** • Vendor must test and evaluate that the UI components are correctly displayed and responsive including layouts, forms, buttons, and navigation. **Functional Testing** • Vendor must execute functional testing to verify the system is performing as intended. **Non-Functional Testing** • The vendor must conduct non-functional testing of the software, such as: performance, useability, reliability, and cloud application infrastructure. **Interoperability Testing** • The vendor must validate the interaction between the system with external systems or applications and produce the desired outcomes. **Compatibility Testing** • The vendor must test functionality and verify user experience is the same across different web browsers and versions, mobile devices, operating systems, and hardware. **Regression Testing** • Throughout the implementation, for any changes or enhancements to the system environments the Vendor should test previous functionality. • Automated scripts created by the Vendor must be shared with SED to assist with the testing. **Performance Testing (Load, Stress, Scalability)** • The vendor must test and assess the speed, responsiveness, scalability, and stability of the system under different loads and conditions. **Latency Testing** • The vendor must test and measure latency. If latency is not acceptable Vendor should diagnose problems and offer methods for improvement. **Accessibility Testing** • The vendor should test and verify system is compliant with SED Accessibility Policy. (Refer to Attachment 7). • The vendor should document results in a Voluntary Product Assessment Template (VPAT) and submit to SED. **User Acceptance Testing (UAT)** • The vendor should prepare UAT Test environment and set up Test Data per GF business UAT test cases, GF business users will perform the UAT.	

• Vendor will work with SED to verify system meets all pre-determined SED needs and requirements. Vendor should fix all high priority UAT defects before go-live of a feature.	
D700 – Quality Assurance testing **D700-2 Security testing**	
Requirement Description	**Deliverables**
General • Vendor must provide a secure environment for NYSED data. • Any hardware/software including servers, network, and data components provided by Vendor, must protect, and prevent unauthorized access to use, or modify the cloud software and NYSED data. **NYSED IT Security Policies** • All applicable controls listed in the following Information Security policies and standards must be implemented. – Acceptable Use Policy- (NYSED_SECP3-V1_Acceptable_Use_IT_Resources) refer to Attachment 7 – Cybersecurity Incident Response Policy - (NYSED_SECP9_V13_CybersecurityIncidentResponsePolicy) refer to Attachment 7.1 – Cybersecurity Incident Response Standard – (NYSED_SECS1-V1_CIR) refer to Attachment 7.2 – Data Classification Policy – (NYSED_SECP7-V6_Data_Classification_PolicyFinal) refer to Attachment 7.3 – Data Privacy and Security Policy – (master_seddataprivacyandsecuritypolicy_final_june-14-2021_0) refer to Attachment 7.4 – Encryption Standard – (NYSED_SECS7-V5_EncryptionStandard) refer to Attachment 7.6 – Firewall Policy – (FirewallPolicy) refer to Attachment 7.7 – Information Security Policy – (NYSED_SECP1_V5_InformationSecurityPolicy) refer to Attachment 7.8 – Secure Disposal Standard – (NYSED_SECS6-V4_SecureDisposalStandard) refer to Attachment 7.9 – Secure Remote Access Standard – (NYSED_SECS5-V4_SecureRemoteAccessStandard) refer to Attachment 7.10 – Service Account Password Policy – (NYSED_SECP8-V4_ServiceAccountPasswordPolicy) refer to Attachment 7.11	• Penetration testing results • Vulnerability scanning test results. • Disaster Recovery (DR) Test results • Volume test Results • Availability / Stress testing results

Standards • Vendor must be at minimum, SOC 2 compliant and provide attestation report from audit conducted by a licensed Certified Public Accountant. • FEDRAMP authorization is preferred. If Vendor is in the process of obtaining FEDRAMP authorization, evidence of partnership with FEDRAMP in the Pre-Authorization stage should be provided by the Vendor. **Encryption** • Vendor must ensure all data in transit and at rest is encrypted including backups. **Privacy and Security** • Vendor must not access NYSED's accounts or data except if required for daily operations by authorized personnel. • NYSED data may not leave the Continental United States (CONUS). • Vendor must disclose to NYSED the identity of any third-party host of data. • When storing data commingling is prohibited. **Physical and Environmental Security** • Vendor must provide policies documenting the physical and environmental security controls protecting data and information, hardware, human resource assets and storage facilities. **Single Sign On (SSO)** • The system must allow single sign-on for internal and external users and integrate with NYSED's SSO. **Security Testing** • Vendor must perform penetration testing using industry best practices on a regular basis and provide results report to NYSED. • Vendor must perform vulnerability scanning using industry best practices on a regular basis and provide analysis of results to NYSED.	

D800 –Deployment	
Requirement Description	**Deliverables**
Pre-deployment deliverables The vendor must create plan with activities, owners, timing, and escalation path/plan. **Deployment deliverables** • The vendor must: – schedule all deployments with NYSED Staff – address any issues during deployment. – monitor deployment activities. – remediate issues as they arise. – test rollback plan.	**Pre-deployment artifacts -** • Back-out plan & testing of the same • Nonfunctional testing and security testing results and sign off from NYSED. – Penetration testing results – Vulnerability scanning test results.

Post-deployment monitoring deliverables • The vendor must monitor application post launch (error logs, escalation) and advise on mitigation. • The vendor must perform root cause analysis on critical defects. • The vendor must fix critical issues post launch. • The vendor must create prioritized list of issues coming out of launch. • The vendor must make final updates to documentation (user stories, dev standards, requirements, automated testing, etc.) • The vendor must perform error log review. • The vendor must track/monitor backlog of launch related issues. • The vendor must provide 60 days warranty and SLA driven resolution of post imp defects based on severity.	– Disaster Recovery (DR) Test results – Volume test Results – Availability / Stress testing results • Deployment Sequence of Events (SOE) • Deployment support ROTA • Communication plan during deployment. • Escalation matrix and dial in number for production defect triage. • Lessons learnt log. **Post-deployment artifacts -** • Post deployment system performance report Post deployment warranty support ROTA and support helpdesk details.

D900 – User training	
Requirement Description	**Deliverables**
• The vendor must include the cost of training with the core licensing. • Application training should be provided for NYSED users, NYSED Administrators, NYSED Superusers and External users (Local Education Agencies). Training must include web-based training, reference manuals, knowledge base access and video tutorials.	• User training plan with coverage of each user community in scope. • User training & support documentation • Periodic status report of user training conducted and attendance summary.

D1000 – Warranty Support	
Requirement Description	**Deliverables**
• Vendor must provide manned telephone support via a toll-free number 24x7x365 and web/email support. • Vendor must identify the classifications of defects, their response, and resolution times.	• System performance report at the end of warranty • Support Management plan

D1100 – Environment	
Requirement Description	**Deliverables**
• Since the application will be low code, there should be a user interface driven way to build code which the GF business or BA or a tech resource can use for future enhancements. Based on that thought, a Dev & Test env which will be periodically synched up with prod version in terms of code & data, to be provided to NYSED as a long term or permanent offering.	• A scaled down 'Low code development environment' set up in-line with Production environment. • Continuous Integration and DevOps tool set up for integration of Low code development environment with

	Quality Assurance or test environment. • An automated testing environment in which any newly developed module/process developed by GF team, can be tested & deployed by GF team.

D1200 – 3-year support	
Requirement Description	**Deliverables**
As part of the current RPF cost proposal, Vendor should provide an estimate for 3 years of support for the to-be application. During this period Vendor will be responsible for. • Maintenance of the To-be system within a mutually agreed performance level. • Support all defects/outages of the production live application within pre-defined Service level agreements (SLAs). • During this period vendor should take up any change request from NYSED, of a pre-defined size/complexity. • Vendor should apply any hardware or software service-packs/upgrades to maintain the to-be system within pre-defined performance levels. • Vendor should maintain the development & Test environments handed over to NYSED, such that it is fully synced up with Production in terms of data and code.	• Weekly system performance report including outages, SLA breaches. • Monthly production issues Root Cause Analysis (RCA) and permanent fix report. • Status report of enhancement activities.

2.2.2 Non-Functional Requirements – Necessary to do business with NYSED.

Category	Requirement	Non-Functional Requirement Description
Accessibility	Web Accessibility / WCAG 2.0 AA Compliance	• Vendor must ensure that all web content as well as any deliverable such as documentation is WCAG 2.0 AA compliant, in accordance with our web accessibility policy.
Licensing	Licensing Requirements	• The vendor must ensure that the following is included in the core licensing and that no additional fees are charged for: – The underlying infrastructure of the platforms, such as servers, databases, networking (including traffic egress and ingress), and storage. – Support – All individual components of the core platform and ancillary services.

		– Additional infrastructure to support increased platform loads.
System & Cloud Support	Quality of Service	• Vendor must provide real time disk replication to multiple data centers at geographically diverse locations. • The platform must maintain a 99.95% uptime. • The Vendor must provide the definition of uptime and how it is calculated. • Vendor must provide performance report metrics, including uptime percentage and support requests, classifications, and response and resolution times.
System & Cloud Support	Scalability & Updates	• Vendor must provide a scalable solution for future enhancements to the system. • Vendor must maintain all components of the platforms and the underlying infrastructure. • Vendor must make updates and upgrades available to NYSED at no additional cost.
System & Cloud Support	Downtime	• Scheduled maintenance must occur with at least two business days advance notice, at agreed-upon times, and in no event during NYSED business hours. • For unscheduled downtime the Vendor must provide NYSED regular status reports, at least once per day or upon NYSED's request. • After the unscheduled downtime issue is resolved, Vendor must provide NYSED with root cause analysis and security logs.
System & Cloud Support	Remediation	• Vendor must document remedies for failing to meet uptimes, response, and resolution times. • Vendor must provide a document on remediation efforts including timelines and actions taken for continuous improvement and results. • Vendor must have a documented incident response plan for security incidents or breaches. • Vendor must document frequency of vulnerability assessment and timeline for security patching and mitigating identified vulnerabilities. • Vendor must provide a detailed incident report and remediation plan for data breach notifications.
System & Cloud Support	Data Ownership	• NYSED will own all rights, title and interest in all data provided and any data derived therefrom, including metadata hosted on the platforms. • Vendor must not disclose, provide, or sell any NYSED data for any purpose other than fulfilling its obligations under the agreement.
System & Cloud Support	Records and Audit	• NYSED must have the right, upon reasonable notice to Vendor, to audit, review, and copy all records

		collected by Vendor that relates to NYSED's use of the cloud software/services. • Out-of-the-box audit features and reporting should be available.
System & Cloud Support	Data Retention	• Where legal mandates for data retention apply, all agreements must establish terms for preservation, retention, filtering, and retrieval. • Where legal mandates do not apply, the Vendor may not delete or remove NYSED data without express permission of NYSED.
System & Cloud Support	Backup / Disaster Recovery	• The vendor must ensure that backups are performed every 24 hours. • In the event of service failure, the Vendor must be able to restore the cloud software and data within 24 hours, with no more than 24 hours of data lost prior to failure. • Solution provider must back up NYSED data in an off-site hardened facility located within the continental United States. • The vendor must ensure that recovery procedures are tested twice a year.
System & Cloud Support	Termination and Transition	• If NYSED determines that a documented transition plan is necessary, the Vendor must reasonably cooperate with NYSED to document such transition plan no later than sixty days prior to termination. • The vendor must assist NYSED in exporting and extracting the NYSED data, in a format usable without the use of the Vendor software.

2.3 Milestones and Success Criteria

2.3.1 Milestones

High level milestones of the project are outlined in the table below. We expect the vendor to follow an agile or hybrid delivery methodology in which there will be incremental feature upon feature deployment into a near-production or production cloud environment. During this time, the As-is CAFE mainframe system will remain as the golden source for grant financial data.

At an opportune time based on the performance of the to-be system and based on the level of user training completion, the to-be system will be made primary production application for Grants Financial Management processing. At this point users will be encouraged not to use the As-is system (CAFE mainframe). The As-is system will be made non-functional and will become in-scope for decommission. Please note, all deployment in the table below is to *near-production* or *production cloud environment*.

Please note: While the completion of a "milestone" is tied to a payment, the vendor may split a milestone or a feature into several deployments within the milestone timeline. The goal is to "de-risk" the deployment/release by having smaller manageable events based on the vendor's application design.

The milestone must be completed in totality and should meet the success criteria established, to be considered met and for payment to be issued.

Milestone Reference	Feature Name & Description	Milestone	Milestone Timeline
GFMS-Milestone-M01	**GFMS-Mod-feature-001: Project management activities** - Initial project kick-off - Establish governance model - Create project plan - Establish scope - Create initial RAID log.	Project kick-off completed and project management plan signed off	After 30 days of kick-off
GFMS-Milestone-M02	**GFMS-Mod-feature-002: As-is system understanding and to-be system design.** - As-is system understanding completed by vendor. - High level requirements for the to-be systems documented. - To-be system technical architecture finalized	As-is system understanding complete and product backlog with requirements created. User stories for at least the first 3 sprints are documented.	2 months after project kick-off
GFMS-Milestone-M03	**GFMS-Mod-feature-003: Data migration from CAFE to To-be application.** - Data mapping between As-is CAFE and To-be system. - Data migration from Mainframe CAFE database to To-be system database. - Verify the completeness and correctness of the data transferred. - Establish an 'Extract-Transform-Load' (ETL) process for periodic incremental data migration from CAFE mainframe to To-be system.	Data migration complete and process for periodic data migration from As-is to To-be successfully run at least 2 iterations.	After 2 months of previous milestone
GFMS-Milestone-M04	**GFMS-Mod-feature-004: Federal/State award entry, Grant program entry, Any other ref data entry.** - Vendor should provide a home page and the layout of the features from the home page like a portal layout. - Appropriate screens are to be provided for entry of hierarchy data like Federal/State award & Grant program which will be parent to the individual LEA grants and their vouchers and expenditure details.	After addressing all major defects identified during UAT, feature deployment signed off by NYSED. Basis which, Federal/State award entry, Grant program entry, any other ref data entry features deployment completed in to-be system.	After 1 month of previous milestone

Milestone Reference	Feature Name & Description	Milestone	Milestone Timeline
GFMS-Milestone-M05	**GFMS-Mod-feature-005: FS-10 Grant budget workflow.** - FS10 creation/submission by LEA, PO review/approval, followed by Grant Finance team's budget review. - Bulking and transmission to OF, from OF to SFS, grant funds sent out to LEA by SFS. - Expenditure tracking & budget controls associated with FS-10	After addressing all major defects identified during UAT, feature deployment signed off by NYSED. Basis which, FS-10 Grant budget workflow features deployment completed in production to-be system.	After 1 month of previous milestone
GFMS-Milestone-M06	**GFMS-Mod-feature-006: FS-10A Grant budget workflow** - FS10A creation/submission by LEA, PO review/approval, followed by budget amendment by GF. - Expenditure tracking & budget controls associated with FS-10A **GFMS-Mod-feature-007: FS-25 Voucher create & SFS transmission workflow.** - FS-25 creation/submission by LEA, followed by GF review/approval. - Bulking and transmission to OF, from OF to SFS and then Grant funds sent out to LEA by SFS. Expenditure tracking & budget controls associated with FS-25	After addressing all major defects identified during UAT, feature deployment signed off by NYSED. Basis which, FS-10A Grant budget amendment and FS-25 Voucher creation workflow features deployment completed in production to-be system.	After 1 month of previous milestone
GFMS-Milestone-M07	**GFMS-Mod-feature-008: FS-10F workflow** - FS-10F workflow and expenditure tracking & budget controls associated with FS-10F. - Bulking and transmission to OF, from OF to SFS. - Expenditure tracking & budget controls associated with FS-10F. **GFMS-Mod-feature-009: Expenditure tracking feature** - Rest of the Expenditure tracking & budget controls features	After addressing all major defects identified during UAT, feature deployment signed off by NYSED. Basis which, FS-10F and final set of expenditure tracking & budget controls workflow features deployment completed in production to-be system.	After 1 month of previous milestone
GFMS-Milestone-M08	**GFMS-Mod-feature-010: Reporting feature** - Define layout of report & create them from To-be application. - Generate scheduled reports which are replacements of existing reports.	After addressing all major defects identified during UAT, feature deployment signed off by NYSED. Basis which, reporting feature and reconciliation feature	After 1 month of previous milestone

Milestone Reference	Feature Name & Description	Milestone	Milestone Timeline
	- Ability to dynamically generate on-demand reports and schedule the same for periodic runs. - Ability to generate OnDemand one-off reports using a report generation interface	deployment completed in production to-be system.	
	GFMS-Mod-feature-011: Reconciliation feature -Delivery of automated reconciliation functionality involving creating an API to read the SFS data extract from OF.		
GFMS-Milestone-M09	**GFMS-Mod-feature-012: Any additional User notifications/ reporting features** - For each workflow of the to-be system, notifications should be sent to appropriate user/user groups. While this feature is part of each functionality deployment above, this milestone is for the build/set up and deployment of any additional notification/reporting features requested.	After addressing all major defects identified during UAT, feature deployment signed off by NYSED. Basis which, any additional User notifications/ reporting feature deployment completed in production to-be system.	After 1 month of previous milestone
GFMS-Milestone-M10	**GFMS-Mod-feature-013: Handover & support of Development & Test environment** - Since the to-be application will be low code, for future enhancements, there should be a user interface driven method to build code which the GF business or BAs or a tech resource can use. - The vendor should set up and maintain a set of Development & Test environments that will be periodically synchronized with prod version in terms of code & data.	Vendor provides environments to NYSED GF business team to develop new functionality using low code UI driven features, ability to test and deploy them into production environment.	After 2 months of milestone 'GFMS-Milestone-M08' which is last of the priority features deployment.
GFMS-Milestone-M11	**GFMS-Mod-feature-014: Completion of user training** Plan for To-be system user training sessions for all users in tranches	User training completed for 99% of the intended users of the to-be system.	After 3 months of milestone 'GFMS-Milestone-M08' which is last of the priority features deployment.

Milestone Reference	Feature Name & Description	Milestone	Milestone Timeline
GFMS-Milestone-M12	**GFMS-Mod-feature-015: Final deployment** During this period, the to-be solution will be rolled out to all users. CAFE mainframe system will be stopped from usage in a phased manner.	Successful roll out of all GFMS features in the to-be system, to all intended users.	After 1 month of user training completion milestone 'GFMS-Milestone-M11'
GFMS-Milestone-M13	**GFMS-Mod-feature-016: Any medium/low priority defect fix & any agreed enhancements** Any medium/low priority defects identified in any earlier phases, that were categorized as good-to-have, must be addressed here.	All medium & low priority defects fixed and deployed.	After 2 months of final deployment milestone 'GFMS-Milestone-M12'
GFMS-Milestone-M14	**GFMS-Mod-feature-017: Project closure activities** Handover of User support documentation, project closure documents, stopping of periodic ETL from As-is system, revoking of key access to vendors who are not involved in continued support etc.	Project closure document approved by NYSED, and ongoing support mechanism established and approved by NYSED.	3 months after final deployment milestone 'GFMS-Milestone-M12'
GFMS-Milestone-M15	**GFMS-Mod-feature-018: Completion of warranty** End of 60 days (about 2 months) warranty period of to-be system post final deployment.	All warranty period defects fixed, and system performance parameters approved by NYSED. Support management plan for 3-year support period detailing KPIs & SLAs.	3 months after final deployment milestone 'GFMS-Milestone-M12'.
GFMS-Milestone-M16	**GFMS-Mod-feature-019: Start of 3 years support of the To-be application.** As part of the current RPF cost proposal, Vendor should provide an estimate for 3 years of support for the to-be application. During this period Vendor will be responsible for. - Maintenance of the To-be system within a mutually agreed performance level. - Support all defects/outages of the production live application within pre-defined Service level agreements (SLAs).	Vendor should conduct review meetings & share periodic reports detailing the performance of to-be system against pre-defined parameters, approved by NYSED in milestone 'GFMS-Milestone-M15 – completion of warranty'.	After the completion of the warranty period and continuing for 3 years.

Milestone Reference	Feature Name & Description	Milestone	Milestone Timeline
	– During this period vendor should take up any change request from NYSED, of a pre-defined without any additional cost. – Vendor should apply any hardware or software service-packs/upgrades to maintain the to-be system with pre-defined performance levels. – Vendor should maintain the development & Test environments handed over to NYSED, such that it is fully synced up with Production in terms of data and code.		

2.3.2 Milestone Success Criteria

Milestone reference	Success Criteria
GFMS-Milestone-M01	• Project Kick-off meeting completed. • Initial version of Project management plan signed off by NYSED. • RAID log created and process established for continuous updates
GFMS-Milestone-M02	• Vendor completed As-is system understanding. • Product backlog with Epics, Features, and user stories for first 3 sprints created. • Technical design of To-be system signed off by NYSED
GFMS-Milestone-M03	• Data mapping of As-is and To-be systems complete. • Data dictionary of to-be system created. • Dev, test & production environment set up complete. • POC completed over a subset of data migration. Completeness and correctness of the same approved by NYSED • After successful POC, full data migration from As-is to To-be system successful. Completeness and correctness of the same approved by NYSED • At least 2 successful runs of the periodic incremental data migration from As-is to To-be system
GFMS-Milestone-M04	• Federal & State award entry, Grant program entry, any other ref data entry features developed. • All testing including UAT by NYSED complete. • All major defects addressed. • Features deployed in To-be production environment, which is not fully rolled out to all users.
GFMS-Milestone-M05	• FS-10 Grant budget workflow features and associated expenditure tracking & budget control features deployed. • Interfacing with SEDREF, OF, SFS established, and transmissions sent to and from interfacing systems. • Expenditure tracking and budget control feature for FS-10 works as expected and functionality approved by NYSED.

Milestone reference	Success Criteria
	• All testing including UAT by NYSED complete. • All major defects addressed. • Features deployed in To-be production environment, which is not fully rolled out to all users.
GFMS-Milestone-M06	• FS-10A Grant budget workflow features and associated expenditure tracking & budget control features deployed. • FS-25 Voucher creation workflow features and associated expenditure tracking & budget control features deployed. • Interfacing with SEDREF, OF, SFS established, and transmissions sent to and from interfacing systems. • All testing including UAT by NYSED complete. • All major defects addressed. • Features deployed in To-be production environment, which is not fully rolled out to all users.
GFMS-Milestone-M07	• FS-10F workflow feature and associated expenditure tracking & budget control features deployed. • Interfacing with SEDREF, OF, SFS established, and transmissions sent to and from interfacing systems. • Any additional expenditure tracking & budget controls features deployed. • All testing including UAT by NYSED complete. • All major defects addressed. • Features deployed in To-be production environment, which is not fully rolled out to all users.
GFMS-Milestone-M08	• Reporting feature deployed. • Reconciliation feature developed. • All testing including UAT by NYSED complete. • All major defects addressed. • Features deployed in To-be production environment, which is not fully rolled out to all users.
GFMS-Milestone-M09	• Any additional functionality & new reports or modifications deployed. • All testing including UAT by NYSED complete. • All major defects addressed. • Features deployed in To-be production environment, which is not fully rolled out to all users.
GFMS-Milestone-M10	• A set of Low-code user interface (UI) driven development environment and test environment with tools for deployment set up and handed over to NYSED GF business team.
GFMS-Milestone-M11	• User training complete for 99% of the intended users of the to-be system.
GFMS-Milestone-M12	• Successful roll out of to-be system to all intended users. • All GFMS functionality available in the to-be systems and the As-is system is ready for decommission.
GFMS-Milestone-M13	• All medium/low priority defects fixed and deployed
GFMS-Milestone-M14	• All user support documents handed over to NYSED. • Project Closure report approved by NYSED. • Mechanism for on-going support established.
GFMS-Milestone-M15	• All warranty period defects fixed and the same approved by NYSED.

Milestone reference	Success Criteria
	• Fully live to-be system performance, Availability and all other Non-functional requirements met and approved by NYSED. • For the next milestone, vendor creates documentation of acceptable system performance & SLAs for production defects applicable during the 3 years support period. This support plan is approved by NYSED. • In the support plan, there should be a mutually agreed penalty clause for breaching the accepted SLAs & system performance issues. • In the support plan, there should be a definition of a maximum size & complexity of enhancement that will be part of the 3 years support cost.
GFMS-Milestone-M16	• To-be system maintained within agreed performance limits and able to meet NYSED Grants Finance business requirements. • Support of to-be system as per the KPIs & SLAs met per the Support plan. • Monthly review meeting conducted and activities processing per plan.

2.4 Change Management Process and Issue Tracking

During the project, either Party may request, in writing, additions, deletions, or modifications within the general scope of this RFP for unanticipated needs ("Change Request"). The Vendor shall have no obligation to commence work in connection with any Change Order until the cost and schedule impact of the change is agreed upon in a written Change Request Form (Attachment 6) signed by the designated project leaders from both Parties. For implementation - all issues will be registered and tracked using NYSED's JIRA issue tracking system.

Person hours will be unit for estimating the effort for a change request. This effort will be a total sum of efforts required by the vendor's team to perform analysis/design until deployment.

To determine the cost of unplanned change requests, the Vendor will provide an hourly rate in the Cost Proposal (Excel workbook). The vendor can provide an hourly rate based on complexity. Meaning, an hourly rate for simple change, an hourly rate for medium complexity change and an hourly rate for complex change in Cost Proposal.

Note: The high-level requirements for each SDLC phase are outlined in Section 2 of the RFP. The vendor has a milestone 'GFMS-Milestone-M02' and time associated with this milestone to understand the As-is application and fully document the To-be system requirements. Up to 10% of the contract value (a Management Reserve) is set aside for any unplanned change request of the nature discussed in this section. Both NYSED & Vendor should be aware that any change request over and above the allocated reserve budget will require a formal contract amendment and approval by both NYSED and the Office of the State Comptroller.

The Parties agree to follow this process and to use the Change Request Form (Attachment 6). The Change Management Process is defined as follows:

- Identify and document.
- Assess impact and prioritize.
- Estimate required effort. The effort should be in terms of Person hours and a definitive estimate with tolerance of -5% to 10%.
- Approve or disapprove.
- Assign responsibility.

- Monitor and report progress.
- Communicate change resolution.

Within fifteen (15) business days of receipt of the proposed Change Request Form, the receiving party shall either indicate acceptance of the proposed Change Request by signing the Change Request Form (Attachment 6) *or* advise the other party, in writing, not to perform the Change Request. In the absence of acceptance or rejection, the Vendor will not make changes to this SOW.

Following Vendor and NYSED approval, any change beyond what is allowed for under the Management Reserve will be documented in a formal contract amendment, subject to the prior approval of the State Comptroller.

2.5 Cost Proposal

- A 53-month contract will be awarded, this will include 17 months of development and implementation as well as 3-year licensing costs.
- All instructions for submitting cost proposals are contained within Cost Proposal Workbook, provided in MS Excel format.

2.6 Data Privacy Appendix

The New York State Education Department's Data Privacy Appendix (Appendix R) is annexed to this RFP, the terms of which are incorporated herein by reference, and shall also be part of the Contract.

A Non-Disclosure Agreement (NDA) will be executed by any of Contractor's employees and Subcontractors who may have access to sensitive or confidential information while performing their work pursuant to the Purpose described in the Contract. The NDA ensures the security and confidentiality of any information and data deemed confidential by NYSED, where the signatory agrees to abide by NYSED's security restrictions and ownership provisions contained therein.

2.7 Accessibility of Web-Based Information and Applications

Any documents, web-based information and applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Education Department IT Policy NYSED-WEBACC-001, Web Accessibility Policy as such policy may be amended, modified or superseded, which requires that state agency web-based information, including documents, and applications are accessible to persons with disabilities. Documents, web-based information and applications must conform to NYSED-WEBACC-001 as determined by quality assurance testing. Such quality assurance testing will be conducted by NYSED employee or contractor, and the results of such testing must be satisfactory to NYSED before web-based information and applications will be considered a qualified deliverable under the contract or procurement.

2.8 Subcontracting Limit

Subcontracting will be limited to 30% of the total contract budget. Subcontracting is defined as non-employee direct personal services and related incidental expenses, including travel.

For vendors using subcontractors, a Vendor Responsibility Questionnaire and a NYSED vendor responsibility review are required for a subcontractor when:

- the subcontractor is known at the time of the contract award.
- the subcontractor is not an entity that is exempt from reporting by OSC; and
- the subcontract will equal or exceed $100,000 over the life of the contract.

For additional information about Vendor Responsibility, see the **Vendor Responsibility** section contained in **4) Evaluation Criteria and Method of Award** of this RFP.

If the vendor proposes to change subcontractors during the contract period, NYSED must be notified prior to the change. NYSED reserves the right to reject any replacement subcontractors proposed by the vendor and reserves the right to approve all changes in subcontractors. The Subcontracting Form located in the Submission Documents must be updated annually and submitted to NYSED. Using this form, the vendor must also report to NYSED, on an annual basis, actual expenditures incurred for all subcontractors and indicate which subcontracting costs are associated with M/WBE.

2.9 Staff changes

The contractor will maintain continuity of staff throughout the course of the contract. All changes in staff will be subject to NYSED approval. The replacement staff with comparable skills will be provided at the same or lower hourly rate.

2.10 Contract Period

NYSED will award **ONE** contract(s) pursuant to this RFP. The contract(s) resulting from this RFP will be for a term anticipated to begin **September 15, 2024** and to end **February 13, 2029.**

2.11 Electronic Processing of Payments

In accordance with a directive dated January 22, 2010, by the Director of State Operations - Office of Taxpayer Accountability, all state agency contracts, grants, and purchase orders executed after February 28, 2010, shall contain a provision requiring that contractors and grantees accept electronic payments.

2.12 M/WBE and Equal Employment Opportunities Requirements:

Contractor Requirements and Obligations under New York State Executive Law, Article 15-A (Participation by Minority Group Members and Women with Respect to State Contracts)

In an effort to eradicate barriers that have historically impeded access by minority group members and women in State contracting activities, Article 15-A, of the New York State Executive Law §310-318, (Participation By Minority Group Members and Women With Respect To State Contracts) was enacted to promote equality of economic opportunities for minority group members and women.

The New York State Education Department ("NYSED") has enacted its policies Equal Opportunity, Non-Discrimination and Affirmative Action and on Minority and Women-Owned Business Enterprise Procurements consistent with the requirements as set forth under the provisions of Article 15-A (the "Article") incorporated by reference, requiring Contracting Agencies to implement procedures to ensure

that the "Contractor" (as defined under Article 15-A, §310.3 shall mean an individual, a business enterprise, including a sole proprietorship, a partnership, a corporation, a not-for-profit corporation, or any other party to a state contract, or a bidder in conjunction with the award of a state contract or a proposed party to a state contract, complies with requirements to ensure Equal Employment Opportunities for Minority Group Members and Women, in addition to providing Opportunities for Minority and Women-Owned Business Enterprises on all covered state contracts.

In keeping with the intent of the Law, it is the expectation of the Commissioner and the responsibility of all contractors participating in and/or selected for procurement opportunities with NYSED, to fulfill their obligations to comply with the requirements of the Article and its implementing regulations.

In accordance with these requirements, the contractor hereby agrees to make every good faith effort to promote and assist the participation of certified Minority and Women-Owned Business Enterprises ("M/WBE") as subcontractors and suppliers on this project for the provision of services and materials in an amount at least equal to the M/WBE goal (Included in the procurement document) as a percentage of the total dollar value of this project. In addition, the contractor shall ensure the following:

1. All state contracts and all documents soliciting bids or proposals for state contracts contain or make reference to the following provisions:

a. The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, gender, religion, veteran status, sexual orientation, genetic disposition or carrier status and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

For purposes of the Article, affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination and rate of pay or other forms of compensation.

b. The contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, marital status, gender, religion, veteran status, sexual orientation, genetic disposition or carrier status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligation herein.

c. The contractor shall state in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, marital status, gender, religion, veteran status, sexual orientation, genetic disposition or carrier status.

2. The contractor will include the provisions of subdivision one of this section in every subcontract as defined under §310.14, except as provided under §312.6 of the Article, in such a manner that the provisions will be binding upon each subcontractor as to work in connection with the State contract.

3. Contractors or subcontractors shall comply with the requirements of any federal law concerning equal employment opportunity, which effectuates the purpose of this section.

4. Contractors and subcontractors shall undertake programs of affirmative action and equal employment opportunity as required by this section[1]. In accordance with the provision of the Article, the bidder will submit, with their proposal, Staffing Plan (EEO 100).

5. Certified businesses (as defined under Article 15-A, §310.1 means a business verified as a minority or women-owned business enterprise pursuant to §314 of the Article) shall be given the opportunity for meaningful participation in the performance of this contract, to actively and affirmatively promote and assist their participation in the performance of this contract, so as to facilitate the award of a fair share of this contract to such businesses.

6. Contractor shall make a good faith effort to solicit active participation by enterprises identified in the Empire State Development ("ESD") directory of certified businesses. The contractor must document its good faith efforts as set forth in 5 NYCRR 142.8. This document, Contractors Good Faith Efforts, can be found in the M/WBE Submission Documents.

7. Contractor shall agree, as a condition of entering into said contract, to be bound by the provisions of Article 15-A, §316.

8. Contractor shall include the provisions set forth in paragraphs (6) and (7) above in every subcontract in a manner that the provisions will be binding upon each subcontractor as to work in connection with this contract.

9. Contractor shall comply with the requirements of any federal law concerning opportunities for M/WBEs that effectuates the purpose of this section.

10. Contractor shall submit all necessary M/WBE documents and/or forms as described above as part of their proposal in response to NYSED procurement.

11. The percentage goals established for this RFP are based on the overall availability of M/WBEs certified in the particular areas of expertise identified under this RFP. These goals should not be construed as rigid and inflexible quotas that must be met, but as targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire Minority and Women-Owned Business Program work.

12. Contractor shall ensure that enterprises have been identified (M/WBE 102) within the Utilization Plan, and the contractor shall attempt, in good faith, to utilize such enterprise(s) at least to the extent indicated in the plan, as to what measures and procedures contractor intends to take to comply with the provisions of the Article.

13. Upon written notification from NYSED M/WBE Program Unit as to any deficiencies and required remedies thereof, the contractor shall, within the period of time specified, submit compliance reports documenting remedial actions taken and other information relating to the operation and implementation of the Utilization Plan.

14. Where it appears that a contractor cannot, after a good faith effort, comply with the M/WBE participation requirements, contractor may file a written application with NYSED M/WBE Program Unit requesting a partial or total waiver (M/WBE 101) of such requirements setting forth the reasons for such

[1] Notice – Contractors are provided with notice herein, NYSED may require a contractor to submit proof of an equal opportunity program after the proposal opening and prior to the award of any contract. In accordance with regulations set forth under Article 15-A §312.5, contractors and/or subcontractors will be required to submit compliance reports relating to the contractor's and/or subcontractor's program in effect as of the date the contract is executed.

contractor's Inability to meet any or all of the participation requirements, together with an explanation of the efforts undertaken by the contractor to obtain the required M/WBE participation.

For purposes of determining a contractor's good faith efforts to comply with the requirements of this section or be entitled to a waiver, NYSED shall consider at the least the following:

I. Whether the contractor has advertised in general circulation media, trade association publications and minority-focused and women-focused media and, in such event;

a. Whether or not the certified M/WBEs which have been solicited by the contractor exhibited interest in submitting proposals for a particular project by attending a pre-bid conference; and

b. Whether certified businesses solicited by the contractor responded in a timely fashion to the contractor's solicitations for timely competitive bid quotations prior to the contracting agency's deadline for submission of proposals.

II. Whether there has been written notification to appropriate certified M/WBEs that appear in the Empire State Development website.

All required Affirmative Action, EEO, and M/WBE forms to be submitted along with bids and/or proposals for NYSED procurements are attached hereto. Bidders must submit subcontracting forms that:

1) fully comply with the participation goals specified in the RFP; OR

2) partially comply with the participation goals specified in the RFP, and include a request for partial waiver, and document their good faith efforts to fully comply with the percentage goals specified in the RFP; OR

3) do not include certified M/WBE subcontractors or suppliers, and include a request for a complete waiver, and document their good faith efforts to fully comply with the participation goals specified in the RFP.

All M/WBE firms are required to be certified by Empire State Development (ESD). Online Certification can be found at the New York State Contract System website.

Failure to comply with the requirements of Article 15-A as set forth under this procurement and in conjunction with the corresponding contract, will result in the withholding of associated funds and other enforcement proceedings set forth under Article 15-A.

3. Submission

This section details the submission document or documents expected to be transmitted by the respondent to the State Education Department in response to this RFP. The submission will become the basis on which NYSED will judge the respondent's ability to perform the required services as laid out in the RFP.

3.1 Project Submission

The proposal submitted in response to this RFP must include the following documents submitted by email to cau@nysed.gov in Microsoft Office or editable PDF per the electronic proposal submission procedures outlined above, preferably with each of the following sets of documents attached as a single file (i.e. one email with four attachments):

1. Submission Documents bearing signatures
2. Technical Proposal
3. Cost Proposal
4. M/WBE Documents bearing signature

The proposal must be received by **May 14, 2024 by 3:00 PM** by email to cau@nysed.gov.

Proposals should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide a complete presentation. If supplemental materials are a necessary part of the proposal, the bidder should reference these materials in the technical proposal, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

The proposal must communicate an understanding of the milestones & deliverables of the RFP, describe how the tasks are to be performed and identify potential problems in the conduct of the deliverables and methods to identify and solve such problems.

Bidders should specify all details and dates required to evaluate the technical proposal and limit aspects of the project plan to be determined only after the contract award. No optional deliverables to be provided only at an additional cost should be included and will not be considered in the technical proposal's evaluation. Contractual terms, conditions and assumptions are inappropriate for inclusion in the proposal.

Any proprietary material considered confidential by the bidder will specifically be so identified, and the basis for such confidentiality will be specifically set forth in the proposal by submitting the form "Request for Exemption from Disclosure Pursuant to the Freedom of Information Law," located in 5) Submission Documents.

3.2 Technical Proposal (70 points)

The completed Technical Proposal should be emailed separately and labeled **Technical Proposal – RFP #24-023 Do Not Open** and include the following:

1. Table of Contents:
   - The Table of Contents should identify each major section of the Bidder's proposal, along with its initial-page number. It shall also include all attachments or addendums to the proposal.

2. Executive Summary:

- The Bidder should provide relevant experience highlighting past grants management system implementations for other State agencies and/or large municipalities.
- Highlight familiarity with 2 CFR 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) and Education Department General Administrative Regulations (EDGAR) and provide examples of how some of these guidelines were incorporated in prior implementations.
- Provide a detailed description of the proposed approach and work effort. The Bidder should describe any unique capabilities that speak to why its services may be superior to those of its competitors.
- Bidder should demonstrate experience in modernization of Grant management systems running on COBOL and DMS2.
- Bidder should demonstrate experience in migrating data from UNISYS Mainframe with DMS2 database.
- Bidder should cite examples where they are successfully supporting the Grants management system that they have deployed as part of modernization.
- Vendor should demonstrate how they will be able to retain the technical SME capability to support and maintain the to-be system after deployment.
- Bidder should demonstrate examples of successful deployments of Cloud based SaaS, Low-code Grants management systems.
- Since the application will be low code, there should be a user interface driven option to build code which the GF business or BA or a tech resource of NYSED can use for future enhancements. Deployment of these changes should be handled by the bidder and included along with any other planned changes. Bidder should demonstrate how they will be able to support these NYSED create modules deployment and support.
- Bidder should demonstrate how they plan to organize their team/s to meet the Agile delivery approach-based milestones in section 2.3 of this document.
- Bidder should cite examples or demonstrate approach of how they plan to deploy all changes to a 'Near production or production Cloud' environment while As-is system will be still actively used and how on a given date will be able to make the To-be system as the only Grants finance management application for NYSED. A 'tried & tested' back-out approach should also be outlined on how they will ensure zero customer impact, in case if the switch from As-is to To-be fails and changes are to be rolled back.

3. Experience and Staffing:

   Personnel:

   - The Bidder should provide profile information for each of the proposed key staff, including subcontracted staff. Profile information should include:
     - Name
     - Proposed role on this project and planned time to be spent on this project.
     - Years of relevant experience
     - Description of relevant experience
     - Educational qualifications and professional certifications
     - Indication as to which referenced projects this individual worked on

- Name of Sub-Vendor, if applicable

4. Project Schedule/Timeline and Staffing Plan:
   - Project Schedule should include:
     - Release plan along with testing in different environments – Dev/QA, UAT, Staging, Production.
     - High-level Critical Path analysis mapped with deliverables and milestones representing start and finish dates for summary task, subtasks, and activities.
     - List of known dependencies based on tasks/milestones (i.e., predecessors and successors)
     - Work Breakdown Structure (WBS)
     - Project Phases/Stages
     - Estimated timeline from project kickoff to completion.

   - Staffing Plan should include:
     - The Bidder should take into consideration the aggressive deliverable timeline and staff project accordingly to meet the deliverables within the desired timeframe.
     - Bidder should provide a view of the number of Agile teams they plan to set up for this project, during the development phase and outline the skillset of their typical agile team. We are keen to see skillset including:
       - COBOL & DMS2 capability,
       - Database architecture & Extract/transform/load (ETL) capability,
       - Solution architecture & Technical design skills,
       - Automated test environment set up & execution skills,
       - CI/CD pipeline & Devops tools set up, and
       - Release & deployment skills.

5. Proposed Solution/Approach:
   - The cloud-based solution should be implemented in manageable sprints into a 'Near production or production' environment until final deployment, *refer to section 2.3* for more details.
   - Current anticipation is for the system to go-live as a big bang approach. While the To-be system will be deployed to 'Near production or production' environment, As-is system will be the golden source for Grants Finance business, until the final go-live, details in *section 2.3.*
   - The Bidder should describe its approach to executing the project and achieving all the required milestones and deliverables, including:
     - How its experience, practices, procedures will ensure a successful project.
     - How its approach will ensure a quality product and timely completion.

6. References:
   - At least three references from similar Grant Management System implementations.
   - References should be provided using the form provided in the Submission Documents packet.

Please provide the information in the same order in which it is listed above, with a tabulated format to match each criterion. For example, Tab I – Title Page, Tab II – Table of Contents, Tab III – Executive Summary, etc. The Bidder's proposal should contain sufficient information to ensure NYSED of its accuracy. The Bidder's Technical Proposal (excluding attachments, work samples and project plan), should be limited to **no more than 25 pages and should not include slide decks or other promotional material**.

If the Contractor's proposal includes use of a subcontractor to meet the bid requirements and / or complete work on the Bid's required deliverables, the Contractor should note throughout the technical proposal when Contractor resources and when subcontractor resources will be used. The Contractor must also note in the

technical proposal the name and business address of the subcontractor and the Contractor's previous work with the subcontractor, if applicable.

Cost information must not be included in the Technical Proposal documents.

3.3 Cost Proposal (30 points)

The completed Cost Proposal should be emailed to cau@nysed.gov with the subject: **Cost Proposal – RFP #24-023 Do Not Open** and include the following:

1.) 53 Month Detailed Budget
2.) Subcontracting Form
3.) M/WBE Purchases Form

Budgets must be submitted using whole dollar numbers.

The Financial Criteria portion of the RFP will be scored based upon the grand total of the 53-month (17 months + 3 year) budget summary.

3.4 M/WBE Documents

The original completed M/WBE Documents should be emailed cau@nysed.gov with the subject: **M/WBE Documents – RFP #24-023 Do Not Open.** Please return the documents listed for the compliance method bidder has achieved:

Full Participation-No Request for Waiver
1. M/WBE Cover Letter, **Signatures Required**
2. **M/WBE 100** Utilization Plan
3. **M/WBE 102** Notice of Intent to Participate
4. **EEO 100** Staffing Plan

Partial Participation-Request for Partial Waiver
1. M/WBE Cover Letter, **Signatures Required**
2. **M/WBE 100** Utilization Plan
3. **M/WBE 102** Notice of Intent to Participate
4. **EEO 100** Staffing Plan
5. **M/WBE 101** Request for Waiver
6. **M/WBE 105** Contractor's Good Faith Efforts

No Participation-Request for Complete Waiver
1. M/WBE Cover Letter, **Signatures Required**
2. **EEO 100** Staffing Plan
3. **M/WBE 10**1 Request for Waiver
4. **M/WBE 105** Contractor's Good Faith Efforts

4. Evaluation Criteria and Method of Award

This section begins with the criteria the agency will use to evaluate bids and closes with the "method of award," or how the contractor will be selected. This will be followed by various terms and conditions that reflect this project's specific needs and New York State contract guidelines and requirements.

4.1 Criteria for Evaluating Bids

All eligible proposals received by the deadline will be reviewed using the following criteria and ratings. Applicants must ensure that all components of this application request have been addressed, the required number of copies has been provided, all forms and assurances have been completed, and the original signatures are included as required.

An evaluation committee will complete a review of all proposals submitted. The committee will review each proposal based upon the submitted proposal and the requirements of the RFP only. Bidders should not assume that committee review members will be familiar with the current program or have any previous experience with the bidder. An appropriate description should be included to inform review committee members about the bidder's qualifications and capacity to perform all required deliverables.

The committee will review each proposal to determine compliance with the requirements described in the RFP. NYSED retains the right to determine whether any deviation from the requirements of this RFP is substantial in nature and may reject in whole or in part all proposals, waive minor irregularities and conduct discussions with all responsible bidders.

4.2 Reference Checks

The Bidder will submit references using the Contractor References form in the Submission Documents packet. NYSED reserves the right to contact references at its own discretion. The purpose would be to authenticate bidder claims in its technical proposal.

4.3 Technical Evaluation (70 Points)

A Technical Evaluation Committee (TEC) comprised of NYSED staff will review and evaluate all proposals that meet minimum Bidder Qualifications and Submission Requirements. The TEC members will independently score each Technical Proposal that meets the submission requirements of this Bid. The Technical Evaluation is 70% (up to 70 points) of the final score.

Technical Evaluation	70 Points
Written Technical Proposal Experience/Qualifications (25 points) Project Schedule and Staffing (20 points) Approach (25 points)	70

4.4 Financial Evaluation (30 Points)

The Total Bid Price submitted in the Cost Proposal (Excel workbook) will be used for the cost evaluation.

The Financial Criteria portion of this RFP will be scored based upon the grand total for the 53 Month budget summary.

The **financial portion** of the proposal represents 30 points of the overall score and will be awarded up to 30 points pursuant to a formula. This calculation will be computed by the Contract Administration Unit upon completion of the technical scoring by the technical review panel.

The submitted budget will be awarded points pursuant to a formula that awards the highest score of 30 points to the budget that reflects the lowest overall cost. The remaining budgets will be awarded points based on a calculation that computes the relative difference of each proposal against the lowest budget submitted. The resulting percentage is then applied to the maximum point value of 30 points.

4.5 Best and Final Offers

NYSED reserves the right to request best and final offers. In the event NYSED exercises this right, all Bidders who submitted a proposal that met the minimum mandatory requirements will be asked to provide a best and final offer. Bidders will be informed that, should they choose not to submit a best and final offer, the offer submitted with their proposal will be construed as their best and final offer. The Contract Administration Unit will recalculate the financial score based upon the best and final offers.

4.6 Method of Award

The aggregate score of all the criteria listed will be calculated for each proposal received.

The contract issued pursuant to this proposal will be awarded to the vendor whose aggregate technical and cost score is the highest among all the proposals rated. If NYSED exercises the right to request best and final offers, the contract must be issued to the vendor with the highest aggregate technical and financial score that results from the best and final offer.

In the event that more than one proposal obtains the highest aggregate score, the contract will be awarded to the vendor in that group of highest aggregate scores whose budget component reflects the lowest overall cost.

4.7 NYSED's Reservation of Rights

NYSED reserves the right to: (1) reject any or all proposals received in response to the RFP; (2) withdraw the RFP at any time, at the agency's sole discretion; (3) make an award under the RFP in whole or in part; (4) disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP; (5) seek clarifications of proposals; (6) use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP; (7) prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available; (8) prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments; (9) change any of the scheduled dates; (10) waive any requirements that are not material; (11) negotiate with the successful bidder within the scope of the RFP in the best interests of the state; (12) conduct contract negotiations with the next

responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder; (13) utilize any and all ideas submitted in the proposals received; (14) unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 90 days from the bid opening; (15) require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation; (16) request best and final offers.

5. Post Selection Procedures

Upon selection, the successful bidder will receive a proposed contract from NYSED. The selected bidder may be given an opportunity to reduce its cost proposal in accordance with the agency's right to negotiate a final best price. The contents of this RFP, any subsequent correspondence during the proposal evaluation period, and such other stipulations as agreed upon may be made a part of the final contract prepared by NYSED. Successful bidders may be subject to audit and should ensure that adequate controls are in place to document the allowable activities and expenditure of State funds.

5.1 Debriefing Procedures

In accordance with section 163 of the NY State Finance Law, NYSED, upon request, must provide a debriefing to any unsuccessful bidder regarding the reasons their proposal was not selected for an award.

1. All unsuccessful bidders may request a debriefing within fifteen (15) calendar days of receiving notice from NYSED of non-award. Bidders may request a debriefing by submitting a written request to the Fiscal Contact person at: GFMSRFP@nysed.gov.

2. Upon receipt of a timely written request from the unsuccessful bidder, NYSED will schedule the debriefing to occur within a reasonable time following receipt of the request. Debriefings will be conducted in person, unless NYSED and the bidder agree to use other means, including telephone, video-conferencing or other types of electronic communication.

3. The debriefing will include: a) the reasons that the proposal submitted by the unsuccessful bidder was not selected for an award; b) the qualitative and quantitative analysis employed by NYSED in assessing the relative merits of the proposals; c) the application of the selection criteria to the unsuccessful bidder's proposal; and d) when the debriefing is held after the final award, the reasons for the selection of the winning proposal. The debriefing will also provide, to the greatest extent practicable, general advice and guidance to the unsuccessful bidder concerning potential ways that their future proposals could be more responsive.

5.2 Contract Award Protest Procedures

Bidders who receive a notice of non-award or disqualification may protest the NYSED award decision subject to the following:

1. The protest must be in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award by NYSED.

2. The protest must be filed within ten (10) business days of receipt of a debriefing or disqualification letter. The protest letter must be filed with the Contract Administration Unit by emailing: GFMSRFP@nysed.gov.

3. The NYSED Contract Administration Unit (CAU) will convene a review team that will include at least one staff member from each of NYSED's Office of Counsel, CAU, and the Program Office. The review team will review and consider the merits of the protest and will decide whether the protest is approved or denied. Counsel's Office will provide the bidder with written notification of the review team's decision within ten (10) business days of the receipt of the protest. The original protest and decision will be filed with OSC when the contract procurement record is submitted for approval and CAU will advise OSC that a protest was filed.

4. The NYSED Contract Administration Unit (CAU) may summarily deny a protest that fails to contain specific factual or legal allegations, or where the protest only raises issues of law that have already been decided by the courts.

5.3 Vendor Responsibility

State law requires that the award of state contracts be made to responsible vendors. Before an award is made to a not-for-profit entity, a for-profit entity, a private college or university or a public entity not exempted by the Office of the State Comptroller (OSC), NYSED must make an affirmative responsibility determination. The factors to be considered include legal authority to do business in New York State; integrity; capacity – both organizational and financial; and previous performance. Before an award of $100,000 or greater can be made to a covered entity, the entity will be required to complete and submit a Vendor Responsibility Questionnaire. School districts, Charter Schools, BOCES, public colleges and universities, public libraries, and the Research Foundation for SUNY and CUNY are some of the exempt entities. A complete list of exempt entities can be viewed at the Office of the State Comptroller's website. Vendors are encouraged to carefully visit each of the appendices as the information provided in this document is not intended to be exhaustive.

NYSED recommends that vendors 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 or go directly to the VendRep System on the Office of the State Comptroller's website.

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 ITServiceDesk@osc.ny.gov.

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website or may contact NYSED or the Office of the State Comptroller's Help Desk for a copy of the paper form.

Note: Bidders must acknowledge their method of filing their questionnaire by checking the appropriate box on the Response Sheet for Bids (5. Submission Documents).

5.4 Subcontractors:

For vendors using subcontractors, a Vendor Responsibility Questionnaire and a NYSED vendor responsibility review are required for a subcontractor where:

- The subcontractor is known at the time of the contract award;

- The subcontractor is not an entity that is exempt from reporting by OSC; and
- The subcontract will equal or exceed $100,000 over the life of the contract.

5.5 Procurement Lobbying Law

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between the New York State Education Department ("NYSED") and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of the solicitation through final award and approval of the Procurement Contract by NYSED and, if applicable, Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified below. NYSED employees are also required to obtain certain information when contacted during the restricted period and decide of the responsibility of the Offeror/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection of contract award and in the event of two findings within a four-year period, the Offeror/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found at NYSED's Procurement Lobbying Law Policy Guidelines webpage.

Designated Contacts for NYSED
Program Office – **Sarah Martin**
Contract Administration Unit – **Jessica Hartjen**
M/WBE – **Brian Hackett**

5.6 Consultant Disclosure Legislation

Effective June 19, 2006, new reporting requirements became effective for State contractors, as the result of an amendment to State Finance Law §§ 8 and 163. As a result of these changes in law, State contractors will be required to disclose, by employment category, the number of persons employed to provide services under a contract for consulting services, the number of hours worked, and the amount paid to the contractor by the State as compensation for work performed by these employees. This will include information on any persons working under any subcontracts with the State contractor.

Chapter 10 of the Laws of 2006 expands the definition of contracts for consulting services to include any contract entered by a State agency for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

To enable compliance with the law, State agencies must include in the Procurement Record submitted to OSC for new consultant contracts, the State Consultant Services Contractor's Planned Employment from Contract Start Date Through the End of the Contract Term (Form A). The completed form must include information for all employees providing services under the contract whether employed by the contractor or a subcontractor. Please note that the form captures the necessary planned employment information ***prospectively from the start date of the contract through the end of the contract term***.

Form A is available on OSC's website.

Please note that although this form is not required as part of the bid submission, NYSED encourages bidders to include it in their bid submission to expedite contract execution if the bidder is awarded the contract. Note also that only the form listed above is acceptable.

Chapter 10 of the Laws of 2006 mandates that State agencies must now require State contractors to **report annually** on the employment information described above, including work performed by subcontractors. The legislation mandates that the annual employment reports are to be submitted by the contractor to the contracting agency, to OSC and to the Department of Civil Service. State Consultant Services Contractor's Annual Employment Report (Form B) is to be used to report the information for all procurement contracts above $15,000. Please note that, in contrast to the information to be included on Form A, which is a one-time report of planned employment data for the entire term of a consulting contract on a projected basis, ***Form B will be submitted each year the contract is in effect and will capture historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31).***

Form B is available on OSC's website.

For more information, please visit OSC Guide to Financial Operations.

5.7 Public Officer's Law Section 73

All bidders must comply with Public Officer's Law Section 73 (4)(a), as follows:

4. (a) No statewide elected official, state officer or employee, member of the legislature, legislative employee or political party chairman or firm or association of which such person is a member, or corporation, ten per centum or more of the stock of which is owned or controlled directly or indirectly by such person, shall (i) sell any goods or services having a value in excess of twenty-five dollars to any state agency, or (ii) contract for or provide such goods or services with or to any private entity where the power to contract, appoint or retain on behalf of such private entity is exercised, directly or indirectly, by a state agency or officer thereof, unless such goods or services are provided pursuant to an award or contract let after public notice and competitive bidding. This paragraph shall not apply to the publication of resolutions, advertisements or other legal propositions or notices in newspapers designated pursuant to law for such purpose and for which the rates are fixed pursuant to law.

(i) The term "state officer or employee" shall mean:

(i) heads of state departments and their deputies and assistants other than members of the board of regents of the university of the state of New York who receive no compensation or are compensated on a per diem basis;

(ii) officers and employees of statewide elected officials;

(iii) officers and employees of state departments, boards, bureaus, divisions, commissions, councils or other state agencies other than officers of such boards, commissions or councils who receive no compensation or are compensated on a per diem basis; and

(iv) members or directors of public authorities, other than multistate authorities, public benefit corporations and commissions at least one of whose members is appointed by the governor, who receive compensation other than on a per diem basis, and employees of such authorities, corporations and commissions.

Review Public Officer's Law Section 73.

5.8 NYSED Substitute Form W-9

Any payee/vendor/organization receiving Federal and/or State payments from NYSED must complete the NYSED Substitute Form W-9 if they are not yet registered in the Statewide Financial System centralized vendor file.

The NYS Education Department (NYSED) is using the NYSED Substitute Form W-9 to obtain certification of a vendor's Tax Identification Number in order to facilitate a vendor's registration with the SFS centralized vendor file and to ensure accuracy of information contained therein. We ask for the information on the NYSED Substitute Form W-9 to carry out the Internal Revenue laws of the United States.

5.9 Workers' Compensation Coverage and Debarment

New York State Workers' Compensation Law (WCL) has specific coverage requirements for businesses contracting with New York State and additional requirements which provide for the debarment of vendors that violate certain sections of WCL. The WCL requires and has required since introduction of the law in 1922, the heads of all municipal and State entities to ensure that businesses have appropriate workers' compensation and disability benefits insurance coverage *prior* to issuing any permits or licenses, or *prior* to entering into contracts.

Workers' compensation requirements are covered by WCL Section 57, while disability benefits are covered by WCL Section 220(8). The Workers' Compensation Benefits clause in Appendix A – STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS states that in accordance with Section 142 of the State Finance Law, a contract shall be void and of no force and effect unless the contractor provides and maintains coverage during the life of the contract for the benefit of such employees as are required to be covered by the provisions of the WCL.

Under provisions of the 2007 Workers' Compensation Reform Legislation (WCL Section 141-b), any person, or entity substantially owned by that person: subject to a final assessment of civil fines or penalties, subject to a stop-work order, or convicted of a misdemeanor for violation of Workers' Compensation laws Section 52 or 131, is barred from bidding on, or being awarded, any public work contract or subcontract with the State, any municipal corporation or public body for one year for each violation. The ban is five years for each felony conviction.

5.10 Proof Of Coverage Requirements

The Workers' Compensation Board has developed several forms to assist State contracting entities in ensuring that businesses have the appropriate workers' compensation and disability insurance coverage as required by Sections 57 and 220(8) of the WCL.

Please note – an ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.

5.11 Proof of Workers' Compensation Coverage

To comply with coverage provisions of the WCL, the Workers' Compensation Board requires that a business seeking to enter a state contract submit appropriate proof of coverage to the State contracting

entity issuing the contract. For each new contract or contract renewal, the contracting entity must obtain ONE of the following forms from the contractor and submit to OSC to prove the contractor has appropriate workers' compensation insurance coverage:

- **Form C-105.2** – Certificate of Workers' Compensation Insurance issued by private insurance carriers, or **Form U-26.3** issued by the State Insurance Fund; or

- **Form SI-12**– Certificate of Workers' Compensation Self-Insurance; or **Form GSI-105.2** Certificate of Participation in Workers' Compensation Group Self-Insurance; or

- **CE-200**– Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

5.12 Proof of Disability Benefits Coverage

To comply with coverage provisions of the WCL regarding disability benefits, the Workers' Compensation Board requires that a business seeking to enter a state contract must submit appropriate proof of coverage to the State contracting entity issuing the contract. For each new contract or contract renewal, the contracting entity must obtain ONE of the following forms from the contractor and submit to OSC to prove the contractor has appropriate disability benefits insurance coverage:

- **Form DB-120.1** - Certificate of Disability Benefits Insurance; or

- **Form DB-155**- Certificate of Disability Benefits Self-Insurance; or

- **CE-200**– Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

For additional information regarding workers' compensation and disability benefits requirements, please refer to the New York State Workers' Compensation Board website. Alternatively, questions relating to either workers' compensation or disability benefits coverage should be directed to the NYS Workers' Compensation Board, Bureau of Compliance at (518) 486-6307.

Please note that although these forms are not required as part of the bid submissions, NYSED encourages bidders to include them in their bid submission to expedite contract execution if the bidder is awarded the contract. Note also that only the forms listed above are acceptable.

5.13 Sales and Compensating Use Tax Certification (Tax Law, § 5-a)

Tax Law § 5-a requires contractors awarded State contracts for commodities or services valued at more than $100,000 over the full term of the contract to certify to the New York State Department of Taxation and Finance ("DTF") that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of $300,000, measured over a specific period of time. The registration requirement applies if the contractor made a cumulative total of more than $300,000 in sales during the four completed sales tax quarters which immediately preceded the sales tax quarter in with the certification is made. Sales tax quarters are June – August, September – November, December – February, and March – May. In addition, contractors must certify to DTF that

each affiliate and subcontractor of such contractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also certify to the procuring State entity that they filed the certification with the DTF and that it is correct and complete.

The selected bidder must file a properly completed Form ST-220-CA (with NYSED as the Contracting Agency) and Form ST-220-TD (with the DTF). These requirements must be met before a contract can take effect. Further information can be found at the New York State Department of Taxation and Finance's website. Forms are available through these links:

- ST-220 CA
- ST-220 TD

Please note that although these forms are not required as part of the bid submissions, NYSED encourages bidders to include them with their bid submissions to expedite contract execution if the bidder is awarded the contract.

6. Assurances

The State of New York Agreement, Appendix A (Standard Clauses for all New York State Contracts), Appendix A-1 (Agency-Specific Clauses), and Appendix R (Data Security and Privacy Plan Provisions) **WILL BE INCLUDED** in the contract that results from this RFP. Vendors unable to complete or abide by these assurances should not respond to this request.

The documents listed below are included in 7**.) Submission Documents**, which must be signed by the Chief Administrative Officer. Please review the terms and conditions. Certain documents will become part of the resulting contract that will be executed between the successful bidder and the NYS Education Department.

1. Non-Collusion Certification
2. MacBride Certification
3. Certification-Omnibus Procurement Act of 1992
4. Certification Regarding Lobbying; Debarment and Suspension; and Drug-Free Workplace Requirements
5. Offerer Disclosure of Prior Non-Responsibility Determinations
6. NYSED Substitute Form W-9 (If bidder is not yet registered in the SFS centralized vendor file.)
7. Iran Divestment Act Certification
8. Sexual Harassment Policy Certification
9. Certification Under Executive Order No. 16

M/WBE Documents – **(the forms below are included in 5.) Submission Documents)**
Please return the documents listed for the compliance method bidder has achieved:

Full Participation-No Request for Waiver
1. M/WBE Cover Letter
2. **M/WBE 100** Utilization Plan
3. **M/WBE 102** Notice of Intent to Participate
4. **EEO 100** Staffing Plan

Partial Participation-Request for Partial Waiver
1. M/WBE Cover Letter
2. **M/WBE 100** Utilization Plan
3. **M/WBE 102** Notice of Intent to Participate
4. **EEO 100** Staffing Plan
5. **M/WBE 101** Request for Waiver
6. **M/WBE 105** Contractor's Good Faith Efforts

No Participation-Request for Complete Waiver
1. M/WBE Cover Letter
2. **EEO 100** Staffing Plan
3. **M/WBE 101** Request for Waiver
4. **M/WBE 105** Contractor's Good Faith Efforts

STATE OF NEW YORK AGREEMENT

This AGREEMENT is hereby made by and between the People of the State of New York, acting through Dr. Betty A. Rosa, Commissioner of Education of the State of New York, party of the first part, hereinafter referred to as the (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the State agency and incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate Appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all marked appendices identified on the face page.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate Appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with provisions of the AGREEMENT; relevant laws, rules and

regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to the terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed the property of the STATE except as may be governed by Federal or State laws, rules or regulations, or as stated in Appendix Al.

VI. Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate based on religious belief or promote or discourage adherence to religion in general or religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations or specified in Appendix A1.

Appendix A

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds $50,000 (or $75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and $150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed $85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed $125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds $200,000.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds $5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the

aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over $25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
NYS M/WBE Directory

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of

Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.
To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a 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" ("Prohibited Entities List").

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency 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 state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency 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.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

(June 2023)

Appendix A-1
AGENCY-SPECIFIC CLAUSES

Payment and Reporting

A. In the event that Contractor shall receive, from any source whatsoever, sums the payment of which is in consideration for the same costs and services provided to the State, the monetary obligation of the State hereunder shall be reduced by an equivalent amount provided, however, that nothing contained herein shall require such reimbursement where additional similar services are provided and no duplicative payments are received.

B. For each individual for whom costs are claimed under this agreement, the contractor warrants that the individual has been classified as an employee or as an independent contractor in accordance with 2 NYCRR 315 and all applicable laws including, but not limited to, the Internal Revenue Code, the New York Retirement and Social Security Law, the New York Education Law, the New York Labor Law, and the New York Tax Law. Furthermore, the contractor warrants that all project funds allocated to the proposed budget for Employee Benefits, represent costs for employees of the contractor only and that such funds will not be expended on any individual classified as an independent contractor.

Terminations

A. The State may terminate this Agreement without cause by thirty (30) days prior written notice. In the event of such termination, the parties will adjust the accounts due, and the Contractor will undertake no additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder.

B. SED reserves the right to terminate this Agreement in the event it is found that the certification by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such a finding, SED may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

Responsibility Provisions

A. General Responsibility Language
The Contractor shall always remain responsible during the Contract term. The Contractor agrees, if requested by the Commissioner of Education or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

B. Suspension of Work (for Non-Responsibility)
The Commissioner of Education or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Education or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

C. Termination (for Non-Responsibility)
Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate SED officials or staff, the Contract may be terminated by the Commissioner of Education or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of Education or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

Property

A. The Contractor shall maintain a complete inventory of all realty, equipment and other non-expendable assets including, but not limited to, books, paintings, artifacts, rare coins, antiques and other collectible items purchased, improved or developed under this agreement.

Inventories for non-expendable assets must be submitted with the final expenditure report. In addition to or as part of whatever rights the State may have with respect to the inspection of the Contractor, the State shall have the right to inspect the inventory without notice to the Contractor.

The Contractor shall not sell, trade, convey or dispose of any non-expendable assets having a market value over Two Thousand Dollars ($2,000) at the time of the desired disposition without the State's express permission. The Contractor may seek permission in writing by certified mail to the State.

The Contractor shall not at any time use or allow any non-expendable assets in a manner inconsistent with this agreement's purposes.

B. If the Contractor wishes to continue to use any of the non-expendable assets purchased with the funds available under this agreement upon the termination of this agreement, it shall request permission from the State in writing for such continued use within twenty-five (25) days of the termination of this agreement. The Contractor's request shall itemize the non-expendable assets for which continued use is sought. The State may accept, reject or accept in part such a request. If the request for continued use is allowed to any degree, it shall be conditioned on the fact that said equipment shall continue to be used in accordance with this agreement's purposes.

If after the State grants permission to the Contractor for "continued use" as set forth above the non-expendable assets are not used in accordance with the purposes of this agreement, the State in its discretion may elect to take title to such assets and may assert its right to possession upon thirty (30) days prior written notice by certified mail to the Contractor. The State upon obtaining such non-expendable assets, may arrange for their further use in the public interest as it may decide in its discretion.

C. Upon termination of this agreement, the State in its discretion may elect to take title and may assert its right to possession of any non-expendable assets upon thirty (30) days prior written notice by certified mail to the Contractor. The State's option to elect to take title shall be triggered by this agreement's termination or by the State's rejection of continued use of non-expendable assets by the Contractor as set forth herein. The State upon obtaining such non-expendable assets, may arrange for their further use in the public interest as it may decide in its discretion.

D. The terms and conditions set forth herein regarding non-expendable assets shall survive the expiration or termination, for whatever reason, of this agreement.

Safeguards for Services and Confidentiality

A. Any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department. The material prepared under the terms of this agreement by the Contractor shall be prepared by the Contractor in a form so that it will be ready for copyright in the name of the New York State Education Department. Should the Contractor use the services of consultants or other organizations or individuals who are not regular employees of the Contractor, the Contractor and such organization or individual shall, prior to the performance of any work pursuant to this agreement, enter into a written agreement, duly executed, which shall set forth the services to be provided by such organization or individual and the consideration therefor. Such agreement shall provide that any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department and that such work shall be prepared in a form ready for copyright by the New York State Education Department. A copy of such agreement shall be provided to the State.

B. Required Web Accessibility of Delivered Documents and Applications. If applicable, all documentation, applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Education Department IT Policy NYSED-WEBACC-001, Web Accessibility Policy, which requires that documents, web-based information and applications are accessible to persons with disabilities. All delivered documentation and applications must conform to NYSED-WEBACC-001 as determined by quality assurance testing. Such quality assurance testing will be conducted by NYSED employee or contractor and the results of such testing must be satisfactory to NYSED before documents and applications will be considered a qualified deliverable under the contract or procurement.

C. All reports of research, studies, publications, workshops, announcements, and other activities funded by this proposal will acknowledge the support provided by the State of New York.

D. This agreement cannot be modified, amended, or otherwise changed except by a writing signed by all parties to this contract.

E. No failure to assert any rights or remedies available to the State under this agreement shall be considered a waiver of such right or remedy or any other right or remedy unless such waiver is contained in a writing signed by the party alleged to have waived its right or remedy.

F. Expenses for travel, lodging, and subsistence shall be reimbursed at the per diem rate in effect at the time for New York State Management/Confidential employees.

G. No fees shall be charged by the Contractor for training provided under this agreement.

H. Partisan Political Activity and Lobbying. Funds provided pursuant to this Agreement shall not be used for any partisan political activity or for activities that may influence legislation or the election or defeat of any candidate for public office.

I. Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.

J. This agreement, including all appendices, is, upon signature of the parties and the approval of the Attorney General and the State Comptroller, a legally enforceable contract. Therefore, a signature on behalf of the Contractor will bind the Contractor to all the terms and conditions stated therein.

The parties to this agreement intend the foregoing writing to be the final, complete, and exclusive expression of all the terms of their agreement.

Certifications

A. Contractor certifies that it has met the disclosure requirements of State Finance Law §139-k and that all information provided to the State Education Department with respect to State Finance Law §139-k is complete, true and accurate.

B. Contractor certifies that it has not knowingly and willfully violated the prohibitions against impermissible contacts found in State Finance Law §139-j.

C. Contractor certifies that no governmental entity has made a funding of non-responsibility regarding the Contractor in the previous four years.

D. Contractor certifies that no governmental entity or other governmental agency has terminated or withheld a procurement contract with the Contractor due to the intentional provision of false or incomplete information.

E. Contractor affirms that it understands and agrees to comply with the procedures of the STATE relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6)(b).

F. Contractor certifies that it is in compliance with NYS Public Officers Law, including but not limited to, §73(4)(a).

Notices

Any written notice or delivery under any provision of this AGREEMENT shall be deemed to have been properly made if sent by certified mail, return receipt requested to the address(es) set forth in this Agreement, except as such address(es) may be changed by notice in writing. Notice shall be considered to have been provided as of the date of receipt of the notice by the receiving party.

Miscellaneous

A. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.

B. If required by the Office of State Comptroller ("OSC") Bulletin G-226 and State Finance Law §§ 8 and 163, Contractor agrees to submit an initial planned employment data report on Form A and an annual employment report on Form B. State will furnish Form A and Form B to Contractor if required.

C. The initial planned employment report must be submitted at the time of approval of this Agreement. The annual employment report on Form B is due by May 15th of each year and covers actual employment data performed during the prior period of April 1st to March 31st. Copies of the report will be submitted to the NYS Education Department, OSC and the NYS Department of Civil Service

at the addresses below.

By mail: NYS Office of the State Comptroller
Bureau of Contracts
110 State Street, 11th Floor
Albany, NY 12236
Attn: Consultant Reporting
By fax: (518) 474-8030 or (518) 473-8808

Reports to DCS are to be transmitted as follows:

By mail: NYS Department of Civil Service
Office of Counsel
Alfred E. Smith Office Building
Albany, NY 12239

Reports to NYSED are to be transmitted as follows:

By mail: NYS Education Department
Contract Administration Unit
Room 505 W EB
Albany, NY 12234
By fax: (518) 408-1716

C. Consultant Staff Changes. If this is a contract for consulting services, Contractor will maintain continuity of the consultant team staff throughout the contract. All changes in staff will be subject to STATE approval. The replacement consultant(s) with comparable skills will be provided at the same or lower hourly rate.

D. Order of Precedence. In the event of any discrepancy, disagreement, conflict or ambiguity between the various documents, attachments and appendices comprising this contract, they shall be given preference in the following order to resolve any such discrepancy, disagreement, conflict or ambiguity:

1. Appendix A - Standard Clauses for all State Contracts
2. State of New York Agreement
3. Appendix A-1 - Agency Specific Clauses
4. Appendix X - Sample Modification Agreement Form (where applicable)
5. Appendix A-3 - Minority/Women-owned Business Enterprise Requirements (where applicable)
6. Appendix B - Budget
7. Appendix C - Payment and Reporting Schedule
8. Appendix R – Security and Privacy Mandates (where applicable)
9. Appendix D - Program Work Plan

Appendix R
NEW YORK STATE EDUCATION DEPARTMENT'S
DATA PRIVACY APPENDIX FOR THE FINANCE MODERNIZATION PROJECT

ARTICLE I: DEFINITIONS

As used in this Data Privacy Appendix ("DPA"), the following terms shall have the following meanings:

1. **Access:** The ability to view or otherwise obtain, copy, or save, data arising from the on-site use of an information system or from a personal meeting.
2. **Breach:** The unauthorized Access, acquisition, use, or Disclosure of Confidential Information that is (a) accomplished in a manner not permitted by New York State and federal laws, rules, and regulations, or in a manner that compromises its security or privacy, (b) executed by or provided to a person not authorized to acquire, access, use, or receive it, or (c) a Breach of Contractor's or Subcontractor's security that leads to the accidental or unlawful destruction, loss, alteration, Access to or Disclosure of, Confidential Information.
3. **Disclose or Disclosure**: The intentional or unintentional release, transfer, or communication of Confidential Information by any means, including oral, written, or electronic.
4. **Confidential Information:** Is information concerning a natural person which, because of name, number, personal mark, or other identifier, can be used to identify such natural person, or refers to information that relates to, but not limited to, the Purpose described, defined and detailed in the Contract and the services to be performed, or that although not related to such Purpose found in the Contract, is nevertheless disclosed or discovered as a result of the work performed by Contractor and is understood to include all information relating to NYSED's security posture which is discoverable because of the Contractor's performance and work pursuant to the Contract, and any information or data discovered when performing the contracted services.
5. **Services:** Services provided by Contractor pursuant to this Contract with the New York State Education Department ("NYSED") to which this DPA is attached and incorporated.
6. **Subcontractor:** Contractor's non-employee agents, consultants, volunteers, including student interns, who is engaged in the provision of Services pursuant to an agreement with or at the direction of the Contractor.
7. **Non-Disclosure Agreement ("NDA"):** Is an agreement where parties agree that certain information will remain confidential, binds a person who has signed it, and prevents them from discussing any confidential information with others not authorized by the NDA. The NDA will be executed by any of Contractor's employees and Subcontractors who may have access to sensitive or confidential information while performing their work pursuant to the

Purpose described in the Contract. The NDA ensures the security and confidentiality of any information and data deemed confidential by NYSED, where the signatory agrees to abide by NYSED's security restrictions and ownership provisions contained therein.

ARTICLE II: PRIVACY AND SECURITY OF CONFIDENTIAL INFORMATION

1. **Compliance with Law.**
When providing Services pursuant to this Contract, Contractor may receive and/or have Access to Confidential Information regulated by one or more New York and/or federal laws and regulations, including, but not limited to, the Family Educational Rights and Privacy Act at 12 U.S.C. § 1232g (34 CFR Part 99); Children's Online Privacy Protection Act at 15 U.S.C. §§ 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment at 20 U.S.C. § 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act at 20 U.S.C. § 1400 et seq. (34 CFR Part 300); the New York Education Law at § 2-d (8 NYCRR Part 121); the New York General Business Law at article 39-F; and the New York Personal Privacy Protection Law at Public Officers Law article 6-A. Contractor agrees to maintain the confidentiality and security of Confidential Information in accordance with applicable New York, federal and local laws, rules and regulations.

2. **Data Privacy and Security**.
   (a) Contractor agrees and understands that Contractor has no property, licensing, or ownership rights or claims to Confidential Information Accessed by or Disclosed to Contractor for the purpose of providing Services, and Contractor shall not use Confidential Information for any purpose other than to provide Services. Contractor will ensure that its Subcontractors agree and understand that neither the Subcontractor nor Contractor has any property, licensing or ownership rights or claims to Confidential Information received or Accessed by or Disclosed to Subcontractor for the purpose of assisting Contractor in providing Services.
   (b) Contractor shall adopt and maintain reasonable safeguards to protect the security, confidentiality, and integrity of Confidential Information in a manner that complies with General Business Law section 899-bb and other applicable New York State, federal and local laws, rules and regulations.
   (c) Upon NYSED's request, Contractor may be required to undergo an audit of its privacy and security safeguards, measures, and controls, or in lieu of performing an audit, provide NYSED with an industry standard independent audit report on Contractor's privacy and security practices that is no more than twelve months old.

3. **Contractor's Employees and Subcontractors**.
   (a) Access to or Disclosure of Confidential Information shall only be provided to Contractor's employees and Subcontractors who need to know the Confidential Information to provide the Services and such Access and/or Disclosure of Confidential Information shall be limited to the extent necessary to provide such Services. Contractor shall ensure that all such

employees and Subcontractors comply with the terms of this DPA and with their individually executed NDA (a copy of which is annexed hereto).

(b) Contractor must ensure that each Subcontractor performing Services where the Subcontractor will have Access to and/or receive Disclosed Confidential Information is contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this DPA.

(c) Contractor shall examine the data privacy and security measures of its Subcontractors. If at any point a Subcontractor fails to materially comply with the requirements of this DPA, Contractor shall (i) notify NYSED, (ii) as applicable, remove such Subcontractor's Access to Confidential Information; and (iii) as applicable, retrieve all Confidential Information received or stored by such Subcontractor and/or ensure that such Confidential Information has been securely deleted or securely destroyed in accordance with this DPA. In the event there is an incident in which Confidential Information held, possessed, or stored by the Subcontractor is compromised, unlawfully Accessed, or unlawfully Disclosed, Contractor shall follow the Data Breach reporting requirements set forth in Section 5 of this DPA.

(d) Contractor shall take full responsibility for the acts and omissions of its employees and Subcontractors.

(e) Other than Contractor's employees and Subcontractors who have a need to know the Confidential Information, Contractor must not provide Access to or Disclose Confidential Information to any other party unless such Disclosure is required by statute, court order or subpoena, and Contractor notifies NYSED of the court order or subpoena no later than the time the Confidential Information is Disclosed, unless such Disclosure to NYSED is expressly prohibited by the statute, court order or subpoena. Notification shall be made in accordance with the Notice provisions of this Contract and shall also be provided to the Office of the Chief Privacy Officer, NYS Education Department, 89 Washington Avenue, Albany, New York 12234.

(f) Contractor shall ensure that its Subcontractors know that they cannot provide Access to or Disclose Confidential Information to any other party unless such Disclosure is required by statute, court order or subpoena. If a Subcontractor is required to provide Access to or Disclose Confidential Information pursuant to a court order or subpoena, the Subcontractor shall, unless prohibited by statute, court order or subpoena, notify Contractor no later than two (2) days before any Confidential Information is Disclosed. Upon receipt of notice from a Subcontractor, Contractor shall provide notice to NYSED no later than the time that the Subcontractor is scheduled to provide Access to or Disclose the Confidential Information.

(g) Contactor shall ensure that all its employees and Subcontractors who will receive Confidential Information will be trained on the federal and state

laws governing confidentiality of such data prior to receipt, and that each employee and sub-contractor, if any, shall execute a copy of the NDA (a copy of which is annexed hereto).

4. **Data Return and Destruction of Data**.

(a) Contractor is prohibited from retaining Disclosed Confidential Information or continuing to Access Confidential Information, including any copy, summary or extract of Confidential Information, on any storage medium (including, without limitation, hard copies, and storage in secure data centers and/or cloud-based facilities) beyond the term of the this Contract unless such retention is expressly authorized by the this Contract, necessary for purpose of facilitating the transfer of Confidential Information to NYSED, or expressly required by law. As applicable, upon expiration or termination of this Contract, Contractor shall transfer Confidential Information to NYSED in a format agreed to by the Parties.

(b) When the purpose that necessitated Contractor's Access to and/or Disclosure of Confidential Information has been completed or Contractor's authority to have Access to Confidential Information and/or retain Disclosed Confidential Information has expired, Contractor shall ensure that, as applicable, (1) all privileges providing Access to Confidential Information are revoked, and (2) all Confidential Information (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) retained by Contractor and/or its Subcontractors, including all Confidential Information maintained on behalf of Contractor or its Subcontractors in a secure data center and/or cloud-based facilities is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read, or reconstructed. Hard copy media must be shredded or destroyed such that Confidential Information cannot be read, or otherwise reconstructed, and electronic media must be securely cleared, purged, or destroyed such that the Confidential Information cannot be retrieved, read, or reconstructed. When Confidential Information is held in paper form, destruction of such Confidential Information, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.

(c) Upon request by NYSED, Contractor may be required to provide NYSED with a written certification of (1) revocation of Access to Confidential Information granted by Contractor and/or its Subcontractors, and (2) the secure deletion and/or secure destruction of Confidential Information held by the Contractor or Subcontractors, at the address for notifications set forth in this Contract.

(d) To the extent that Contractor and/or its Subcontractors continue to be in possession of any de-identified data (i.e., data that has had all direct and

indirect identifiers removed), Contractor agrees that it will not attempt to re-identify de-identified data and/or transfer de-identified data to any person or entity, except as provided in subsection (a) of this section and that it will prohibit its Subcontractors from the same.

5. Breach.

(a) Contractor shall promptly notify NYSED of any Breach of Confidential Information, regardless of whether the Contractor or a Subcontractor suffered the Breach, without delay and in the most expedient way possible, but in no circumstance later than seven (7) calendar days after discovery of the Breach. Notifications shall be made in accordance with the notice provisions of this contract and shall also be provide to the office of the Chief Privacy Officer, NYS Education Department, 89 Washington Avenue, Albany, New York 12234 and must include a description of the Breach that identifies the date of the incident, the date of discovery, the types of Confidential Information affected and the number of records affected; a description of Contractor's investigation; and the name of a point of contact.

(b) Contractor and its Subcontractors will cooperate with NYSED, and law enforcement where necessary, in any investigations into a Breach. Any costs incidental to the required cooperation or participation of the Contractor or its Subcontractors will be the sole responsibility of the Contractor if such Breach is attributable to Contractor or its Subcontractors.

(c) Contractor shall promptly notify the affected individuals of any Breach, regardless of whether Contractor or a Subcontractor suffered the Breach. Such notice shall be made using one of the methods prescribed by § 899-aa (5) of the New York General Business Law. If Contractor requires information from NYSED to perform such notifications, Contractor shall reimburse NYSED for the cost of assembling and providing such information to Contractor.

6. Termination.

The confidentiality and data security obligations of Contractor under this DPA shall survive any termination of this Contract to which this DPA is attached and shall continue for as long as Contractor or its Subcontractors retain Access to Confidential Information.

Other Project Specific Attachments

Attachment	Short description	Summary of details in the attachment
1	To -Be Flows	Workflow diagrams following all department forms and payment processing and envisioning of the future state business flows.
2	Data Dictionary (Legacy Tables)	The information regarding the field level and table level for the data migration.
3	Report Master	Sample of existing reports that needs to be built in the future state.
4	Mainframe Screens	List of CAFÉ mainframe system screen snapshots for reference.
5	System Interfaces	Information regarding the data transfer between the various systems such as data tables, data fields
6	Change Request	Form used by NYSED and selected vendor for any change requests.
7	NYSED Security Policy	Acceptable Use Policy- (NYSED_SECP3-V1_Acceptable_Use_IT_Resources.pdf)
7.1	NYSED Security Policy	Cybersecurity Incident Response Policy - (NYSED_SECP9_V13_CybersecurityIncidentResponsePolicy.pdf)
7.2	NYSED Security Policy	Cybersecurity Incident Response Standard – (NYSED_SECS1-V1_CIR.pdf)
7.3	NYSED Security Policy	Data Classification Policy – (NYSED_SECP7-V6_Data_Classification_PolicyFinal.pdf)
7.4	NYSED Security Policy	Data Privacy and Security Policy – (master_seddataprivacyandsecuritypolicy_final_june-14-2021_0.pdf)
7.5	NYSED Security Policy	Electronic Signature Policy (Electronic Signature Policy.pdf)
7.6	NYSED Security Policy	Encryption Standard – (NYSED_SECS7-V5_EncryptionStandard.pdf)
7.7	NYSED Security Policy	Firewall Policy – (FirewallPolicy.pdf)
7.8	NYSED Security Policy	Information Security Policy – (NYSED_SECP1_V5_InformationSecurityPolicy.pdf)
7.9	NYSED Security Policy	Secure Disposal Standard – (NYSED_SECS6-V4_SecureDisposalStandard.pdf)
7.10	NYSED Security Policy	Secure Remote Access Standard – (NYSED_SECS5-V4_SecureRemoteAccessStandard.pdf)
7.11	NYSED Security Policy	Service Account Password Policy – (NYSED_SECP8-V4_ServiceAccountPasswordPolicy.pdf)