

NYS EDUCATION DEPARTMENT
89 WASHINGTON AVE.
ALBANY, NY 12234

MINI-BID # PBITS 19-001
GRANTS MANAGEMENT FIT GAP ANALYSIS

CONTRACT CATEGORY: PROJECT BASED INFORMATION TECHNOLOGY CONSULTING SERVICES
GROUP: 73600 AWARD NUMBER: 22772
FIXED-PRICE BASIS ONLY
Lot 2

DESIGNATED CONTACTS

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Authorized User shall indicate if Procurement Lobbying Law/Restricted Period is in effect: Yes No
Where Procurement Lobbying Law is deemed applicable by the Authorized User, by signing, Contractor affirms that it understands and agrees to comply with the Authorized User's policies and procedures relative to permissible contacts. Information may be accessed at: Procurement Lobbying:
[NYSED's Procurement Lobbying Law Policy Guidelines](#)

Questions Submission

Questions regarding this Grants Management Fit Gap Analysis Project mini-bid must be submitted by E-mail to PBITS@NYSED.GOV no later than April 23, 2019. A Questions and Answers Summary will be posted to <http://www.nysed.gov/grants-finance/pbits-procurement> no later than April 30, 2019

Proposal Submission

Please complete, attach and email the documentation referenced in Section 4.0 Contractor Response **to the following email address by the response due date:**

CAU@NYSED.GOV

and include the Mini-Bid reference number # **PBITS 19-001** in the subject line. If the Bidder's Proposal is sent to an address other than CAU@NYSED.GOV or which fails to include the required reference number in the subject line will be ignored. Please DO NOT send questions to CAU@NYSED.GOV.

CONTRACT TERM, EXTENSIONS AND NO COST CHANGE REQUESTS/ENHANCEMENTS

NO COST CHANGE REQUEST: NYS Education Department (NYSED) may reasonably amend these fixed-price deliverables, provided the amendment does not materially change the scope of the deliverables, and provided that such changes shall not result in a cost increase.

ENHANCEMENT BUDGET: NYSED may request enhancements to the deliverables specified in this Mini-Bid. Enhancements mean additional functionality and additional Deliverables unknown to the department at the time of Mini-Bid release. As such, NYSED's project may include an Enhancement budget, as up to an additional 10% of the total project cost. If such enhancements are requested NYSED shall use the OGS Enhancement Request Template to reflect such modifications.

Tentative Contract Term Mon 8/1/2019 through Fri 1/31/2021

Authorized User's Maximum Enhancement Budget Allowable Percentage 10%

This figure is applied after the negotiations with Tentative Awardee and should not be included with the Contractor's submission in response to this document.

MWBE GOALS, UTILIZATION AND STAFFING PLANS

CONTRACTOR REQUIREMENTS AND PROCEDURES FOR BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN ON NEW YORK STATE AGENCY AND AUTHORITY (as defined in New York State Executive Law §310 and hereinafter referred to as "State Agency") **MINI-BIDS**

POLICY STATEMENT

The New York State Education Department as part of its responsibility, recognizes the need to promote the employment of minority group members and women and to ensure that certified minority- and women-owned business enterprises have opportunities for maximum feasible participation in the performance of State Agency Authorized User Agreements.

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

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

By submission of response to this Mini-Bid, the Contractor agrees with all of the terms and conditions of Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. The Contractor is required to ensure that it and any subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor, shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

The Bidder further agrees to submit with the Mini-Bid response, a Staffing Plan on Form EEO 100 identifying the anticipated work force to be utilized on the State Agency Authorized User Agreement and if awarded a State Agency Authorized User Agreement, will submit to New York State Education Department upon request, a workforce utilization report on form MWBE 100, identifying the workforce actually utilized on the State Agency Authorized User Agreement, if known.

Further, pursuant to 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 and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex (including gender expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

BUSINESS PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISES (MWBEs)

For purposes of this State Agency Authorized User Agreement, NYSED hereby establishes a goal of **MBE 17%** for minority-owned business enterprises (MBEs) participation and **WBE 13%** for women-owned business enterprises (WBEs) participation (collectively referred to as MWBEs) for a total State Agency Authorized User Agreement MWBE goal of **(TOTAL 30% OR GREATER)**. The total State Agency Authorized User Agreement goal can be obtained by

utilizing any combination of MBE and /or WBE participation for subcontracting and supplies acquired under this State Agency Authorized User Agreement. The directory of New York State Certified MWBEs can be viewed at: [MWBE Directory](#)

Pursuant to 5 NYCRR § 142.8, a Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this State Agency Authorized User Agreement and ensure that the MWBEs utilized under the State Agency Authorized User Agreement perform commercially useful functions. Contractor agrees that New York State Education Department may withhold payment pending receipt of the required MWBE documentation.

Pursuant to 5 NYCRR § 140.1(f), a MWBE performs a commercially useful function when it is responsible for execution of the work of the State Agency Authorized User Agreement and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, a MWBE must, where applicable and in accordance with any State Agency specifications, also be responsible, with respect to materials and supplies used on the State Agency Authorized User Agreement, for ordering and negotiating price, determining quality and quantity and installing. A MWBE does not perform a commercially useful function if its role adds no substantive value and is limited to that of an extra participant in a transaction, State Agency Authorized User Agreement, or project through which funds are passed in order to obtain the appearance of participation. New York State Education Department will assess whether a MWBE is performing a commercially useful function by considering the following:

- (1) the amount of work subcontracted;
- (2) industry practices;
- (3) whether the amount the MWBE is to be paid under the State Agency Authorized User Agreement is commensurate with the work it is to perform;
- (4) the credit claimed towards MWBE utilization goals for the performance of the work by the MWBE; and
- (5) any other relevant factors.

In accordance with 5 NYCRR §142.13, Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the State Agency Authorized User Agreement, such finding constitutes a breach of the State Agency Authorized User Agreement and New York State Education Department may withhold payment from the Contractor as liquidated damages. Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the State Agency Authorized User Agreement MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the State Agency Authorized User Agreement.

By submitting a Mini-Bid response, Contractor agrees to submit the following documents and information as evidence of compliance with the foregoing:

A. Contractors are required to submit a Utilization Plan on Form MWBE 100 with the Mini-Bid response. The Utilization Plan shall list the MWBEs the Contractor intends to use to perform the State Agency Authorized User Agreement, a description of the Commercially Useful Function the Contractor intends the MWBE to perform to meet the goals on the State Agency Authorized User Agreement, the estimated or, if known, actual dollar amounts to be paid to a MWBE and performance dates of each component of a State Agency Authorized User Agreement that the Contractor intends to be performed by a MWBE. By signing the Utilization Plan, the Contractor acknowledges that the utilization of MWBEs that do not perform commercially useful functions may not be counted as meeting the MWBE goals of the State Agency Authorized User Agreement; and, that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a State Agency Authorized User Agreement for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by NYS certified MWBEs after the Award of the State Agency Authorized User Agreement and during the term of the State Agency Authorized User Agreement must be reported on a revised MWBE Utilization Plan and submitted to New York State Education Department.

B. New York State Education Department will review the submitted MWBE Utilization Plan and advise the Contractor of New York State Education Department acceptance or issue a notice of deficiency within twenty (20) days of receipt.

C. If a notice of deficiency is issued; Contractor agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to New York State Education Department a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by Form **MWBE 102** to be inadequate, New York State Education Department shall notify the Contractor and direct the Contractor to submit, within five (5) business days of notification by New York State Education Department, a Request Waiver of MWBE participation goals

on Form **MWBE 101** and Good Faith Efforts documentation as listed on Form 105. Failure to file the Waiver Form and Good Faith Effort in a timely manner may be grounds for disqualification of the Mini-Bid response.

D. New York State Education Department may disqualify a Contractor as being non-responsive under the following circumstances:

- a) If a Contractor fails to submit a MWBE Utilization Plan;
- b) If a Contractor fails to submit a written remedy to a notice of deficiency;
- c) If a Contractor fails to submit a Request for Waiver; or
- d) If New York State Education Department determines that the Contractor has failed to document good faith efforts.

A Contractor who documents Good Faith Efforts to meet the goal requirements may submit a request for a partial or total waiver on Form **MWBE 101** Request for Waiver New York State Education Department at the same time it submits its MWBE Utilization Plan. If a request for waiver is submitted with the MWBE Utilization Plan and is not accepted by New York State Education Department at that time, the provisions of clauses B-D above, will apply.

Contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the State Agency Authorized User Agreement. Requests for a partial or total waiver of established goal requirements made subsequent to the Award of the State Agency Authorized User Agreement may be made at any time during the term of the State Agency Authorized User Agreement to New York State Education Department, but must be made no later than prior to the submission of a request for final payment on the State Agency Authorized User Agreement.

E. Quarterly MWBE Contractor Compliance Report

Contractors are required to report Quarterly MWBE Contractor Compliance to NYSED during the term of the State Agency Authorized User Agreement for the preceding quarter's activity, documenting progress made towards achievement of the State Agency Authorized User Agreement MWBE goals. The contractor must submit a Quarterly **Form MWBE 103** to NYSED.

Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the State Agency Authorized User Agreement, leading to the withholding of funds, suspension or termination of the State Agency Authorized User Agreement or such other actions or enforcement proceedings as allowed by the State Agency Authorized User Agreement.

ALL FORMS ARE AVAILABLE AT : <http://www.oms.nysed.gov/fiscal/MWBE/Forms.html>.

MINI-BID PROPOSAL VALIDITY

All Contractor responses to Authorized User Mini-Bids must remain open and valid for at least 60 days from the Mini-Bid opening date, unless the time for awarding the Authorized User Agreement is extended by mutual consent of the Authorized User and the Contractor. A Contractor's Mini-Bid response shall continue to remain an effective offer, firm and irrevocable, subsequent to such 60-day period until either tentative award of the Authorized User Agreement by the Authorized User is made or withdrawal of the Contractor Submission in writing by the Contractor. Tentative award of the Authorized User Agreement shall consist of written notice to that effect by an Authorized User to a successful Contractor, who shall thereupon be obligated to execute a formal Authorized User Agreement.

INTRODUCTION

The New York State Education Department is part of the University of the State of New York (USNY), one of the most complete, interconnected systems of educational services in the United States.

Our mission is to raise the knowledge, skill, and opportunity of all the people in New York. Our vision is to provide leadership for a system that yields the best educated people in the world.

This Mini-Bid is being distributed to the Contractors awarded under Lot 2 to acquire Project Based Information Technology (IT) Consulting Services for **NYS Education Department**, an Authorized User of OGS Centralized Contract Award 22772 on a fixed-price basis.

- The purpose of this Mini-Bid is to obtain Proposals for the NYSED Grants Management Fit Gap Analysis Project as detailed in this document and any attachments(s) that may be included.
- Responses will only be accepted from Contractors listed under Award #22772, Lot # 2.
- Responses which include pricing in excess of the “maximum Not-To-Exceed price” must be rejected by the Authorized User.

AUTHORIZED USER PROCUREMENT RIGHTS

N/A

KEY EVENTS AND DATES

Event	Date	Time
Mini-Bid Release	4/9/2019	11:59 PM Eastern Time
Contractor Question Period End	4/23/2019	
Authorized User Answer Issuance Deadline	4/30/2019	
Mini-Bid Response Due Date	5/21/2019	

Please note: **NYS Education Department** will not accept any Mini-Bid responses received after **5/21/2019**.

PRE-BID CONFERENCE

N/A

INTENT TO BID

N/A

DOWNSTREAM PROHIBITION

N/A

GRANTS MANAGEMENT FIT GAP ANALYSIS PROJECT

1. PROJECT OVERVIEW

1.1 PROJECT BACKGROUND

New York State has a long history of supporting education. The state's first constitution, adopted in 1784, required the Legislature to provide for the maintenance and support of a system of free, common schools, and established the Regents of the [University of the State of New York \(USNY\)](#). Today, the University of the State of New York is one of the most complete, interconnected systems of educational services in the United States. The New York State Education Department's mission, as part of the USNY, is to raise the knowledge, skill, and opportunity of all the people in New York. Its vision is to provide leadership for a system that yields the best educated people in the world.

For NYSED to fulfill its mission it receives state and federal funding to administer grant programs to local educational agencies in NYS. The local educational agencies consist of public-school districts, boards of cooperative educational services (BOCES), public and private libraries and library systems, community-based organizations, local governments, colleges and universities, non-public schools, and charter schools.

Program offices within NYSED are responsible for the general oversight of each grant, including: developing requests for proposals, reviewing and scoring applications, making awards, ensuring that the activities funded by the grants are planned and implemented appropriately, and providing fiscal and programmatic monitoring throughout the life of the project.

The Grants Finance office is responsible for the financial management of approximately \$3.8B in grant funding annually, resulting in upwards of 7,000 grant projects and approximately 25,000 voucher payments per year. These transactions are currently initiated through a paper submission from the grantee, reviewed and approved by NYSED program office staff, if needed, and forwarded to Grants Finance for payment processing through the Department's grant financial management system, CAFÉ.

CAFÉ was developed in the late 1980's using COBOL programming language and has been customized throughout the years to meet changing requirements and business needs. It contains several years worth of high level grant funding information as well as low level award and transactional information. It is also used as the primary source for creating scheduled and ad-hoc reports for use throughout the Department. Many reports are posted to the web and updated regularly for use by the public.

Over the years there have been many new statewide requirements from the Office of the State Comptroller and the Statewide Financial System that have been increasingly difficult to manage in the current environment, prompting the Department to explore other options for grant processing in the future, such as the NYS Grants Gateway.

The NYS Grants Gateway system is an end-to-end grant processing system that manages the grant opportunity from the creation of the Request for Proposal (RFP) through contract creation and payment. Although the system is an end-to-end system it does not fully meet NYSED's needs. The Grants Gateway system is designed around processing grant contracts. Due to exceptions in NYS Finance Law, grant contracts are only 10% of the grants that NYSED processes. The remaining 90% of grants are processed using an expenditure budget and voucher; eliminating the need to enter into formal contract.

In order for NYSED to consider migrating to the NYS Grants Gateway, additional functionality would be needed to accommodate the processing of non-contract grants. One of the goals of this project is to fully document NYSED's needs and the associated gaps. Once the requirements are documented, a fit/gap analysis of NYS Grants Gateway and the SFS ESA/Project Costing module must be conducted. This analysis is critical for developing a migration/cutover plan and the retirement of the CAFÉ system.

1.2 PROJECT PURPOSE / OBJECTIVES

NYSED is seeking a contractor for Phase I of this project to perform "as is" requirements analysis to help NYSED develop a retirement and succession plan for its existing grant financial management system, CAFE. The outcomes of this work will be requirements documentation, fit/gap analysis, recommendations on how to best utilize statewide systems, retirement strategy for legacy mainframe components including data preservation strategies, and recommendations for Phase 2 – cutover/implementation.

The specific objectives of this project include, but are not limited to, the following:

- Thoroughly document NYSED's business requirements for processing grants and grant contracts, as well as the financial management of multiple state and federal grant awards.
- Facilitate the prioritization of requirements.
- Conduct a fit/gap analysis to determine if any of the statewide systems (Grants Gateway and/or SFS) meet the requirement.
- Make recommendations for system modification to the Grants Gateway to accommodate NYSED grant processing.
- Make recommendations on how to best utilize the SFS project costing functionality to manage the fiscal aspects of the grant programs.
- Thoroughly document NYSED reporting requirements and make recommendations as to where and how the information could be obtained in the NYS Grants Gateway and/or SFS.

1.3 BUSINESS PROCESSES IMPACTED

Many of the offices within NYSED work with the Grants Finance office on grant management. Part of the scope of this project is for the contractor to identify and document "As Is" business processes that are impacted, as well as, document the gap between the current NYSED system and the functionality provided by OITS NYS Grants Gateway and the Statewide Financial System (SFS).

1.4 CUSTOMERS / END USERS IMPACTED

NYSED Grants Finance Office, NYS Division of the Budget, Office of the State Comptroller, the Regents of the University of the State of New York, school districts, BOCES, colleges and universities, charter schools, non-public schools, libraries and library systems, community based organizations, local governments, and the general public.

1.5 EXISTING SYSTEM DESCRIPTION

The CAFÉ (**C**ategorical Aide/**F**ederal Aide) system is a COBOL legacy mainframe system that was built in the late 1980's. The system contains 7 online programs which contain around 65 individual screens and 175 report/processing programs. The associated UNISYS database is comprised of (16) datasets that are the foundation of the data in the system. In the mid 90s a front-end system, the **Project Tracking System (PTS)**, was added to the CAFÉ system. The Project Tracking System is where NYSED program office staff enter grant budgets and amendments for tracking purposes. The initial project record is created with basic reference information specific to an organization which is housed in the **State Education Department Reference File (SEDREF)** system. Once hardcopies of various forms, such as the FS-10s (proposed budgets for a state or federal project) are received in the Grants Finance office, they are logged onto the CAFE system and processed. The system processing is based on paper documentation making its way through different units of the Grants Finance office. Documents are not routed electronically.

2. DETAILED PROJECT SCOPE

The selected contractor will be expected to complete the scope of work described in this section, onsite, at New York State Education Department, located at 89 Washington Avenue, Albany, NY.

The contractor will perform a gap analysis to document NYSED business requirements, facilitate the review and categorization of each business requirement and determine if either the NYS Grants Gateway (housed at OITS) or the Statewide Financial System (SFS) can meet the requirement.

The analysis must target the Grants Finance office's entire business process. It should identify in detail the gap between the NYSED business requirement, the NYS Grants Gateway, and SFS. The contractor must make recommendations for bridging the gap between the business process and statewide systems. The contractor will create a gap analysis report that lists all the possible solutions that can be implemented to fill the gap between the current and future states. This report will be provided to OITS as a tool to help them incorporate specific needs of the NYSED grant processing. It will also be shared with SFS and become part of NYSED's onboarding plan for utilizing additional functionality in SFS.

As part of this project, the contractor will execute requirements gathering, gap analysis, business process re-engineering (BPR) [including the use of LEAN techniques and methodologies] effort for NYSED grants management.

Preliminary Plan Package:

As the project initiates, the selected contractor will work with NYSED to develop a preliminary project plan package that includes (1) Project Management Plan documents and templates, (2) Detailed Project Approach, and (3) Project Management Artifacts including a charter, resource loaded preliminary project schedule, scope, and work breakdown structure.

Project Management Plan Package:

The contractor will deliver project management plan documents that describe how the following will be managed: (a) scope, (b) schedule, (c) deliverables and costs, (d) communications, (e) risks, (f) issues, (g) delivery quality, (h) changes, (i) resources including staffing, and (j) stakeholders. As part of the communication plan, the contractor will also describe details regarding documenting meeting notes and provide weekly status reports. Contractor needs to work with NYSED Information Technology Services (ITS) Portfolio Management team during the development of the preliminary plan package to leverage any existing artifact templates that work well for NYSED teams.

Project Approach:

In the 'project approach' documentation, the contractor needs to provide details and approach / methodologies employed regarding the artifacts that will be delivered as part of BPR, requirements gathering, systems analysis and design delivery.

The analysis artifacts are expected to include (but not limited to) system context diagram, BPR and LEAN process outcome artifacts, process models, business process reengineering artifacts, use cases and user stories, user interface mockups, prototypes, field analysis and data requirements, flow diagrams (business process flow, data flow, work flow), business rules and functional requirements, non-functional requirements, interface requirements, data models, data

2. DETAILED PROJECT SCOPE

conversion / migration requirements, report specifications, environmental needs, resources / staffing needs, requirements traceability matrix, etc.

If industry standard methodology, such as International Institute of Business Analysis (IIBA) BA Body of Knowledge is being used, the contractor will specify the details in 'project approach' documentation.

In the project approach document, the contractor also will specify how requirements, systems analysis, system design, architecture, and specifications will be developed and managed throughout the lifecycle of the project, and the tools and techniques (such as Joint Application Design and LEAN) that will be utilized by the contractor's experts. Contractor needs to consult with NYSED ITS Portfolio Management team during the development of the project approach document to confirm if approaches are acceptable. Accurate and complete documentation related to requirements and architecture is a critical part of contractor's deliverables. Upon execution of this contract, the contractor must regularly update the most current and up to date information into requirements and architecture artifacts, throughout the lifecycle of the project.

Resource Loaded Preliminary Project Schedule:

During project schedule development, the contractor will work with NYSED resources and take into account, NYSED staff availability (percentage of time available during a day, etc.) and the time commitment expected from NYSED staff for completing project tasks. All contractor staff will be expected to be onsite as they work with NYSED staff. Schedule drafted during the preliminary plan package development is not treated as a baseline, because the "As Is" systems analysis and initial "To Be" requirements gathering stage will provide the team, a better understanding of realistic schedule that can be collaboratively finalized during the 'requirements' stage.

Requirements, Analysis, and Recommendations:

The contractor will work collaboratively with NYSED, NYS Grants Gateway and SFS to deliver the following artifacts:

- "As Is" and "To Be" process models
- NYSED business requirements documentation and categorization
- Systems analysis

The tools and techniques to produce these artifacts will be discussed between NYSED and the contractor expert and must be documented in the 'project approach'

The contractor will work collaboratively with NYSED, NYS Grants Gateway, and SFS to deliver "As Is" and "To Be" process models and detailed requirements, systems analysis and design artifacts, using tools and techniques agreed upon by NYSED and the contractor expert, documented in the 'project approach.'

Required contractor deliverables for this engagement are detailed below.

Major Outcome	Activities	Deliverables
<p>1. Preliminary Plan Package</p>	<p>1. Develop detailed project plan collaboratively with NYSED, including: (a) project management plan documents, (b) project approach, and (c) resource loaded preliminary schedule, scope, charter and work breakdown structure for this project.</p> <p>2. Meet with stakeholders to review existing high-level requirements and define the scope and preliminary system requirements.</p>	<p>Initial Project Plan Package including</p> <ul style="list-style-type: none"> • Project Management Plan in MS Word format that will describe how the contractor will manage: <ul style="list-style-type: none"> ○ Scope ○ Schedule ○ Deliverables and costs ○ Communications ○ Risks ○ Issues ○ Delivery quality ○ Changes ○ Resources (including staffing) ○ Stakeholders.

2. DETAILED PROJECT SCOPE

	<p>3. Enumerate potential technologies, project approach, and analysis and design methodologies to be employed during the project, validate with NYSED, and include details.</p>	<ul style="list-style-type: none"> • Project Approach – details of artifacts that will be delivered as part of requirements gathering, systems analysis and design, business process re-engineering including the use of LEAN techniques and methodologies, prototyping / mock-ups, architecture solution options, technology recommendations, and detailed plan for Phase II with cost estimates and timelines. Include details on how the approach will be managed (tools and techniques used, etc.). • PM Artifacts including charter, scope, work breakdown based on scope and preliminary high level requirements in Excel format, and MS-Project Schedule (with resources)
<p>2. Grants Management– “As Is” Requirements</p>	<ol style="list-style-type: none"> 1. Review “As Is” process information. 2. Facilitate and conduct outreach sessions with internal and external stakeholders to gather detailed “As Is” requirements, analyze and develop artifacts. 3. Gather business, stakeholder, data, workflow, business process, functional, security, accessibility, non-functional, and system requirements and rules. 	<ul style="list-style-type: none"> • “As Is” analysis artifacts such as ‘as is’ process requirements, context diagram, required inputs and outputs, process models, use cases and user stories, field analysis and data requirements, parameters, flow diagrams (business process flow, data flow, work flow), business rules and functional requirements, non-functional requirements, security requirements, reports, data models, data conversion / migration requirements • ‘As Is’ integration / interfaces / information flows (within and outside the existing systems), diagrams, details, constraints, opportunities, limitations, and risks
<p>3. Future State (GAP“To Be”),</p>	<p>Facilitate sessions with stakeholders to perform the following:</p> <ol style="list-style-type: none"> 1. Business process re-engineering (including the use of LEAN methodology) and define “To Be” processes and requirements for the new system(s) using the tools and techniques as listed in ‘project approach’ 2. Document future state processes and system(s) , including artifacts that were agreed upon in ‘project approach.’ 3. Identify, define, and document Key Performance Indicators (KPI’s) and other operation measures needed in To-Be system 	<ul style="list-style-type: none"> • ‘To-Be’ Process Artifacts including (but not limited to) <ul style="list-style-type: none"> ○ “To Be” context diagram ○ Process models ○ Stakeholder analysis, goals and usage patterns, use cases, user stories, user experience design ○ Field analysis, and detailed data requirements ○ Flow diagrams, business rules ○ Functional requirements ○ Non-functional requirements ○ Interface requirements ○ Data requirements ○ Data conversion / data migration requirements ○ Security requirements ○ Accessibility requirements ○ Business process reengineering artifacts including LEAN process outcome ○ Financial modeling artifacts and interface mockups / prototypes ○ Report specifications / outputs, etc. • KPIs defined.

2. DETAILED PROJECT SCOPE

4. Project Summary Report	1. Conduct sessions with NYSED Executive and ITS Management to define implementation strategy, options, resource / staffing needs, timelines, costs, and prioritization of capabilities.	<ul style="list-style-type: none">• Final project report including proposed plan for future phase.• Recommendations for business process and technical changes, and staffing / resource requirements (address how the solutions will ensure program area sustainability and technical resource sustainability)• Strategy/Roadmap for implementation of 'To-Be' solution including replacement and retirement of legacy systems and data stores. The Roadmap must include:<ul style="list-style-type: none">a. A timeline showing all phases and activities and / or projects required to execute the recommended modernization strategy including dependencies, data migration activities, and the retirement of legacy systemsb. Recommendations for best practices to ensure successful modernization and continued operations of existing systems during the modernization effort

2.1 PROPOSED TIMELINE

2.1.1 The Bidder responding to this Mini-Bid must meet the following minimum bidder qualifications:

- A minimum of seven (7) years of Analysis and Design consulting experience.
- Must be a current Contractor listed under OGS Award #22772, Lot # 2 ([OGS PBITS Contractor List](#))
- Pricing may not be excess of the “maximum Not-To-Exceed price” established by OGS Award 22772 and available at [OGS PBITS Contractor List](#)
- Personnel requirements described in Section 2.2

2.1.2 Budget

This a competitive procurement where cost is equal to 30% of the total score. A budget figure will not be disclosed. It is anticipated that this project will easily meet the requirements of PBITS lot 2.

2.1.3 Proposed Timeline

GRANTS MANAGEMENT FIT GAP ANALYSIS PROJECT (PROPOSED)

Task Name	Duration	Start	Finish	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12	
Preliminary Plan Package	31 days	Thu 8/1/19	Thu 9/12/19																			
Grants Finance– “As Is” Requirements	145 days	Mon 9/2/19	Fri 3/20/20																			
Future State (GAP“To Be”),	135 days	Mon 3/2/20	Fri 9/4/20																			
Project Summary Report	60 days	Mon 8/24/20	Fri 11/13/20																			

2.2 PROJECT CONSULTING KEY PERSONNEL REQUIREMENTS

The following are requirements for all contract provided staff:

- The Contractor must maintain an on-site presence of designated contractor staff, as agreed upon by the Contractor and NYSED during the entire project at the NYSED headquarters location in Albany to facilitate communication and knowledge transfer.
- The Contractor must provide staff that meet or exceed the minimum requirements listed in the table below.
- Work to be completed on an agreed to fixed schedule between the hours of 8am and 5pm, Monday through Friday.
- The Contractor must utilize NYSED-provided workstations to connect to the NYSED network while on NYSED premises. Contractors will not be allowed to access any NYSED systems with their own devices (laptops, etc.) for security reasons while on NYSED premises. This includes all removable storage devices (flash/USB drives, smartphones, etc.). NYSED will provide workstations for Contractor staff.

JOB FUNCTION / DESCRIPTION	REQUIREMENTS	KEY PERSONNEL
<p>Project Manager (senior level)</p> <ul style="list-style-type: none"> - Responsible for managing Contractor resources, deliverables and project oversight. - Responsible for project plan and schedule, coordinating Contractor resources, ensuring the on-time delivery of project milestones and deliverables, conducting bi-weekly project status meetings and distributing status reports. - Responsible for scheduling of project team and stakeholder meetings. - Responsible for reviewing and signing off on all deliverables. 	<ul style="list-style-type: none"> - Minimum 8 years of experience in IT project management including at least four years of experience managing projects using standard Software Development Lifecycle methodology. - Certified PMP - Experience using project scope estimation techniques 	<input checked="" type="checkbox"/>
<p>Business Analyst(s) (senior level)</p> <ul style="list-style-type: none"> - Lead stakeholder and subject matter expert meetings. - Work with NYSED subject matter experts to understand existing high level functional requirements - Responsible for assessment and re-engineering of business processes and needs as related to data, databases, and BI tools - Responsible for process flows of the current state and recommended future states. - Define use cases and mapping of business requirements to functional components of the To-be system. - Design user interfaces for to-be system 	<ul style="list-style-type: none"> - Minimum 5 years of experience in business process analysis and design - Experience conducting JAR, LEAN sessions, conducting BPR, developing detailed requirements documentation, including use cases, data requirements, system integration specifications, analysis and design artifact development, mock-ups, modeling (such as financial modeling), analytic and reporting requirements - Experience capturing system and data integration requirements - Certification (such as from IIBA) preferred, but not required 	<input checked="" type="checkbox"/>

2.3 PROJECT DELIVERABLES NARRATIVE

- **Deliverables and Payment Schedule**

- Payment will be made upon successful completion (acceptance) of the four deliverables listed below and as described in greater detail in this Section 2. Payment amount for each deliverable will be based on the Estimated Percent of Total Project shown below times the final contract award value.

2.4 PROJECT DELIVERABLES			
		Deliverables	Estimated Percent of Total Project
1		Preliminary Plan Package	20%
2		Grants Management "As Is" Requirements	30%
3		Fit Gap State Requirements, Analysis and Design	45%
4		Project Summary Report	5%

2.4.1 ACCEPTANCE PROCESS AND CRITERIA

The Contractor shall provide deliverables in the form and format agreed to by the NYSED Project Manager / Lead.

For each deliverable (as defined in Section 2) other than status reports, NYSED shall have an acceptance period beginning on the date written notification of completion was received from the Contractor and as outlined herein. All deliverables shall require written approval by NYSED project manager that such deliverables comply with the terms of the Agreement. The number of business days for any NYSED initial review of a document-based Deliverable is five (5) business days, unless otherwise mutually agreed to by the NYSED Project Manager and the Contractor's Project Manager in the Project Approach Plan. The review period shall begin upon written transmittal by the Contractor Project Manager to NYSED Project Manager that the deliverable is in final form and ready for approval, and shall be counted from and include the first working day following the delivery of the deliverable to NYSED. NYSED shall provide Contractor (i) with approval of the Deliverable or (ii) with a written statement of the itemized deficiencies preventing approval.

- A. The Contractor shall have five (5) business days to complete all corrective actions or changes in order for such deliverable to conform in all material respects with the requirements set forth in the Agreement, or as mutually agreed upon between NYSED and the contractor. The count of such business days shall begin on the first business day following Contractor's receipt of the written statement of required corrective actions or changes.
- B. If NYSED cannot approve the deliverable after correction by Contractor, the Contractor's Project Manager and NYSED Project Manager may mutually agree to further steps to correct outstanding material deficiencies. However, in no event shall the total time allocated for review, correction, and re-review of material deficiencies in a deliverable exceed forty (40) business days, unless mutually agreed upon between NYSED and the contractor.
- C. NYSED will have final approval of all deliverables.

2.5 PROJECT RISK ASSESSMENT

KNOWN RISK	SUGGESTED MITIGATION STRATEGY (IF KNOWN)
N/A	N/A

2.6 AUTHORIZED USER SECURITY REQUIREMENTS

The vendor and all of its subcontractors performing work on the contract resulting from this procurement must sign a Non-Disclosure Agreement (Information Protection Agreement) provided by NYSED, assuring the confidentiality of all work and discussions carried out under this contract after the contract is awarded. These signed agreements must be submitted to NYSED within seven days after the contract has been executed. A sample non-disclosure agreement can be found in Appendix A.

2.7 AUTHORIZED USER INSURANCE REQUIREMENTS

AS SET FORTH IN OGS MASTER CONTRACT

3. GENERAL TERMS AND CONDITIONS

3.1 DEFINITIONS

AUA- Authorized User Agreement
NYSED – New York State Education Department
OITS – Office of Information Technology Services
CAFÉ – NYSED's legacy grant processing system
PTS – Project Tracking system
SFS – Statewide Financial System
LEA – Local Educational Agencies
SEDF – NYSED reference system that contains identifying information on entities that do business with NYSED.
Grants Gateway (GG) – NYS's online grant application and contract management system

3.2 MINI-BID WITH STATEMENT OF WORK DOCUMENT AND ATTACHMENTS

This Statement of Work is comprised of the following:

- Mini-Bid # **PBITS 19-001**
- Appendix A: NYSED Information Protection Agreement
- Attachment 01 - PBITS 19-001 - Financial Proposal
- Attachment 02 - PBITS 19-001- Contractor References
- Attachment 03 – PBITS 19-001- Administrative Proposal

3.3 ADDITIONAL TERMS AND CONDITIONS

As noted under section 2.6, the selected contractor must execute NYSED's Information Protection Agreement (see Appendix A) within 7 days after the contract has been executed.

New York State reserves the following rights. These reserved rights are applicable to an Authorized User's Mini-Bid. The Authorized User may reserve additional rights in the Mini-Bid.

1. Reject any or all Contractor Submissions received in response to the Mini-Bid.
2. Withdraw the Mini-Bid at any time, in Authorized User's sole discretion.
3. Make an award under the Mini-Bid in whole or in part.
4. Disqualify any Contractor whose conduct and/or Contractor Submission fails to conform to the requirements of the Mini-Bid.
5. Seek clarifications and revisions of Contractor Submission(s).
6. Prior to the Submission opening, amend the Mini-Bid specifications to correct errors or oversights, or to supply additional information, as it becomes available.
7. Prior to the Submission opening, direct Contractor to submit Contractor Submission modifications addressing subsequent Mini-Bid amendments.
8. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective Contractors.
9. Waive any requirements that are not material.
10. The Authorized User may utilize any and all ideas submitted in the Mini-Bids received.
11. Adopt all or any part of a Contractor's Submission in selecting the optimum solution.
12. Negotiate with the Contractor(s) responding to this Mini-Bid within the Mini-Bid requirements to serve the best interests of the State. This includes requesting clarifications of any or all Contractors' Submissions.
13. All Contractor Submissions and accompanying documentation shall become the property of the Authorized User and shall not be returned.
14. Require clarification at any time during the Mini-Bid process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a Contractor's Submission and/or to determine a Contractor's compliance with the requirements of the Mini-Bid.
15. The Authorized User reserves the right to exclude any price lists that do not fall within the scope of the Mini-Bid.
16. Upon discovery of non-material completeness or conformance issues with a Contractor's Submission, contact the Contractor to attempt to cure the issue prior to completion of the evaluation of the Contractor's Submission.
17. OGS reserves the right to post information about Authorized User Contract usage of Centralized Contracts.

3.4 AUTHORIZED USER RESPONSIBILITIES

NYSED Responsibilities

- SED shall assign a Project Manager to supervise the Grants Management Fit Gap Analysis Project, and will have program office and IT staff available as subject matter experts and for knowledge transfer.
- Work is expected to be conducted on site at NYSED (89 Washington Ave. Albany, NY. 12234) using NYSED owned desktop computers and networking equipment, unless other mutually agreed to arrangements are established. Parking will not be provided. Telephones will not be provided. Workspace cubicles will be provided by NYSED.

3.5 AUTHORIZED USER DISPUTE RESOLUTION PROCEDURE

Disputes involving AUA, 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.

3.6 ENHANCEMENT BUDGET PROVISION

Following the initial contract award, NYSED may wish to negotiate an Enhancement Budget in excess of the total cost proposal. These enhancements shall not to exceed 10% of the initial total cost proposal. This figure is applied after the negotiations with the tentative Awardee and should not be included with the Contractor's submission in response to this document. The total cost including the any enhanced budget amount may not exceed the Lot parameters from which the award was made. Enhanced deliverables agreed to with the Contract Awardee shall be included and paid in the final deliverable payment.

3.7 TRAVEL

Travel expenses will not be reimbursed. Any travel costs the vendor expects to incur must be included in the not to exceed rates.

3.8 RETAINAGE

N/A

3.9 ADDITIONAL INCENTIVES

N/A

4. Contractor Response

4.0 CONTRACTOR RESPONSE

Contractor: Please convert the Administrative Response and Technical Proposal to PDF, attach the PDFs with the Contractor's full submission, and e-mail before the Mini-Bid Deadline as specified on page 1.

The Contractor's full submission shall consist of of four responses:

- Administrative Proposal (PDF format, including Attachment 03)
- Technical Proposal (PDF format)
- Financial Proposal (Excel format of completed Attachment 01)
- Contractor References (PDF of completed Attachments 02)

See also Attachment 4- NYSED PBITS Checklist and Forms

4.1. Administrative Response

The Contractor Submission must be fully and properly executed by an authorized person. By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Mini-Bid (including any Questions/Answers or addendums), the OGS Centralized Contract and that all information provided is complete, true and accurate.

(Where Procurement Lobbying Law is applicable by the Authorized User, by signing, Contractor affirms that it understands and agrees to comply with the Authorized User's procedures relative to permissible contacts. Information may be accessed at:

Procurement Lobbying: [NYSED's Procurement Lobbying Law Policy Guidelines](#)

The Authorized User will not be held liable for any cost incurred by the Contractor for work performed in the preparation of a response to this Mini-Bid or for any work performed prior to the formal execution of an Authorized User Agreement. Responses to the Mini-Bid must be received as specified in Key Dates and Events. Contractor assumes all risks for timely, properly submitted deliveries of this Mini-Bid response. A Contractor is strongly encouraged to arrange for delivery of Mini-Bid responses prior to the date of the bid opening. Late mini-bid responses will be rejected. The received time of Mini-Bid responses will be determined by the clock at the Authorized User's location.

4.2. Technical Response

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the Bidder to perform the services contained in this Mini-Bid. The Technical Proposal should demonstrate the qualifications of the Bidder and of the staff to be assigned to provide the defined services.

A Technical Proposal that is incomplete in any material respect may be eliminated from consideration. The following outlines the required information to be provided by Bidders, in the following order. The information requested should be provided in the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the Mini-Bid shall be subject to verification for accuracy.

Please provide the information in the same order in which it is listed below, with 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**. Failure to follow these instructions may result in disqualification.

If the Contractor's proposal includes use of a subcontractor to meet the bid requirements and / or complete work on the Mini-Bid's required deliverables, the Contractor must 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. ITS reserves the right to require proof of the selected contractor and subcontractor agreement for work on the required deliverables prior to executing a final agreement with the selected contractor.

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

A. Title Page

The Title Page should identify the Mini-Bid subject and number; the Bidder's name and address; the name, address, telephone number, and e-mail address of the Bidder's contact person; and the date of the Proposal.

B. 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.

C. Executive Summary

The Bidder should provide a brief and concise description of the proposed approach and work effort. The Bidder should describe any unique capabilities that speak to why its skills, experience and services may be superior to those of its competitors.

D. Minimum Qualifications

The Bidder will provide documentation establishing it meets the requirements defined in Section 2.1.1 Minimum Bidder Qualifications. See Minimum Qualifications Certification Form (Signature Required)

E. Experience and Staffing

In addition to meeting the Minimum Qualifications in Section 2.1 the Bidder shall elaborate and provide qualitative details about its experience and ability to meet the preferred qualifications. This experience should include the following:

Work Samples

The Bidder should provide relevant work samples including links to URLs and other artifacts that provide tangible evidence of experience similar in nature to the work defined in this Mini-Bid. The bidder should provide detailed descriptions of completed projects of similar scope of delivering requirements, analysis, design and architecture solutions.

Company References

Using Attachment 02 – Contractor References, the Bidder should provide a minimum of three references that represent its own relevant experience in systems analysis, design and architecture solutions.

Personnel

Bidders should provide a profile for each of the key staff proposed for this project, 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

F. Project Schedule and Staffing Plan

The Bidder should provide a detailed Schedule/Work Breakdown Structure that addresses the timeline for completing the work identified (preferably in MS Project) according to the project timeline in Section 2.1.3. The schedule should include:

- Tasks and milestones
- Start and finish dates/task durations
- Task/Milestone dependencies (i.e., predecessors and successors)
- Resource allocations
- Critical path

The Bidder should also provide an accompanying staffing plan that includes, at a minimum:

- Details of how staffing will be provided to meet the project deliverables over the entire lifecycle of the engagement
- The degree to which Bidder staff will work on-site at NYSED
- Any assumptions that the Bidder has made about the expected level of effort of staff on the project

G. Approach

The Bidder should describe its approach to executing the project and achieving all required deliverables, including:

- How its experience, practices, and procedures will ensure the project is successfully completed on time and within budget

- How its approach will ensure a quality product and timely completion of deliverables
- How its approach will ensure a sufficient level of quality of deliverables to support the advancement of the project into an implementation phase

4.3. Financial Response

The Bidder shall complete and submit Attachment 01 – Mini-Bid Financial Proposal. **Failure to comply with the mandatory format and content requirements may result in disqualification.** The bid price shall cover the cost of furnishing all of the defined services and deliverables, including but not limited to materials, equipment, travel expenses, profit and labor, and the performance of all work set forth in this document. The Mini-Bid Financial Template requires the Bidder to provide pricing for each deliverable and a Total Fixed Price for the Project. Totals will be automatically calculated based on the hours and pricing entered.

The Total Fixed Price for the Project as shown in Attachment 01 - Mini-Bid Financial Proposal will be used for the cost evaluation.

5. Mini-Bid Evaluation Process

NYSED will evaluate each proposal based on the “Best Value” concept. This means that the proposal that best “optimizes quality, cost, and efficiency among responsive and responsible offerors” shall be selected for award (State Finance Law, Article 11, §163(1)(j)).

NYSED, at its sole discretion, will determine which proposal(s) best satisfies its requirements. NYSED reserves all rights with respect to the award. All proposals deemed to be responsive to the requirements of this procurement will be evaluated and scored for written technical qualities and cost. Proposals failing to meet the requirements of this document may be eliminated from consideration. The evaluation process will include separate written technical proposal, technical presentation and cost evaluations, and the result of each evaluation shall remain confidential until all evaluations have been completed and a selection of the winning proposal is made.

The evaluation process will be conducted in a comprehensive and impartial manner, as set forth herein, by an Evaluation Committee. The Technical Proposal and compliance with other Mini-Bid requirements (other than the Cost Proposal) will be weighted at 70% of a proposal’s total score, and the information contained in the Cost Proposal will be weighted at 30% of a proposal’s total score.

Bidders may be requested by NYSED to clarify the contents of their proposals. Other than to provide such information as may be requested by NYSED, no Bidder will be allowed to alter its proposal or add information after the Deadline for Submission of Proposals listed in Key Events and Dates.

In the event of a tie, the determining factors for award, in descending order, will be: (1) lowest cost; and (2) proposed percentage of MWBE participation.

5.1. Submission Of Written Questions

There will be an opportunity available for submission of written questions and requests for clarification with regard to this Mini-Bid. All questions and requests for clarification of this Mini-Bid should cite the particular section and paragraph number where applicable and must be submitted via e-mail to: **PBITS@nysed.gov**.

It is the Bidder's responsibility to ensure that any e-mail containing written questions and/or requests for clarification is received at the above address no later than the Deadline for Submission of Written Questions as specified in Key Events and Dates.

5.2. Submission Review

NYSED will examine all proposals that are received in a proper and timely manner to determine if they meet the proposal submission requirements, as described in Section 4 (Contractor Response), and include the proper documentation, including all documentation required for the Administrative Response, as stated in this Mini-Bid. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of NYSED, may be rejected.

5.3. Technical Evaluation

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 Mini-Bid. The Technical Evaluation is 70% (up to 70 points) of the final score.

Technical Evaluation	70 Points
Written Technical Proposal Experience (15 points) Project Schedule and Staffing Plan (20 points) Approach (20 points)	55
References	5
Presentation	10

5.4. Cost Evaluation

The Cost Evaluation Committee (CEC) will review and evaluate all Financial Proposal documents. The Financial Proposals will be opened and reviewed for responsiveness to cost requirements. If a Financial Proposal is found to be non-responsive, that proposal will not receive a cost score, and will be eliminated from consideration.

Each proposal that meets the submission requirements and meets the Financial Proposal requirements will receive a cost score. The Financial Proposal will be scored based on a maximum of 30 points. The Total Bid Price submitted in Attachment 01 - Mini-Bid Financial Proposal will be used for the cost evaluation.

The maximum cost score will be allocated to the proposal with the lowest, all-inclusive not-to-exceed maximum price. All other responsive proposals will receive a proportionate score based on the relation of their Financial Proposal to the proposals offered at the lowest final cost, using this formula:

$$C = (A/B) * 30 \text{ points}$$

- A is Total price of lowest cost proposal;
- B is Total price of cost proposal being scored; and
- C is the Cost score.

The Cost Evaluation is 30% (up to 30 points) of the final score. The total price quoted/negotiated will be a fixed-price for the term of the Authorized User Agreement. Prices will remain firm for the entire Project duration

5.5. Reference Checks

The Bidder must submit references using Attachment 02 (Contractor References). References will be checked during the technical evaluation process. Failure to submit 3 successfully contacted references will impact your scores.

5.6. Initial Technical Score

The Initial Technical Score will be based on the technical evaluation team's review and evaluation of the written proposal and the results of the reference checks

5.7. Presentation of Project Approach

The bidder with the highest scoring initial total score (technical plus cost score) and any bidder scoring within 10 points of the highest total score (no decimals, rounded down) will be invited to an interview/presentation before the technical review committee. The presentation must be held on-site at NYSED offices in Albany, NY. Key project personnel bid for the project must attend the presentation.

The presentation will last approximately one hour. Finalists are expected to make a presentation setting forth their qualifications and experience. The presentation must also address the project approach described in the mini-bid proposal. Throughout the interview, the interview committee will be free to ask questions of the finalist.

5.8. Final Score

A final score will be calculated by NYSED by adding the final technical evaluation points to the cost evaluation points. The proposals will then be ranked based upon each Bidder's Final Score.

5.9. 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.

5.10. Award Recommendation

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. NYSED will make one award.

5.11. Debriefing and Protest

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 cau@nysed.gov.

Bidders who receive a notice of non-award or disqualification may protest the NYSED award decision subject to the following. 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. 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 cau@nysed.gov. A protest review committee will be formed, which will include NYSED counsel, Counsel's Office will provide the bidder with written notification of the review team's decision within seven (7) business days of the receipt of the protest. 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.

