

NEW YORK STATE EDUCATION DEPARTMENT  
89 WASHINGTON AVE, ALBANY, NY 12234  
**MINI-BID # PBITS 21-001**  
**ACCES-VR CMS IV&V SERVICES**

<b>CONTRACT CATEGORY: PROJECT BASED INFORMATION TECHNOLOGY CONSULTING SERVICES</b>	
<b>GROUP: 73600 AWARD NUMBER: 22772</b>	
<b>FIXED-PRICE BASIS ONLY</b>	
<b>Lot # 2</b>	
<b>DESIGNATED CONTACTS</b>	
Primary Contact: <b>Richard Duprey</b>	Secondary Contact: <b>Gregory S. Wojcieszak</b>
E-mail address: <a href="mailto:PBITS@nysed.gov">PBITS@nysed.gov</a>	E-mail address: <a href="mailto:PBITS@nysed.gov">PBITS@nysed.gov</a>
<p><b>Authorized User shall indicate if Procurement Lobbying Law/Restricted Period is in effect: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</b></p> <p><i>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:</i></p> <p><a href="#">NYSED's Procurement Lobbying Law Policy Guidelines webpage.</a></p>	

**Questions Submission**

Questions regarding this IV&V Services Project Mini Bid MUST be sent electronically to [PBITS@nysed.gov](mailto:PBITS@nysed.gov) later than 8/2/21. A Questions and Answers Summary will be posted to the [ACCES procurement website](#) on or about 8/13/21.

**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 (9/3/21):**

[CAU@NYSED.GOV](mailto:CAU@NYSED.GOV)

**and include the Mini-Bid reference number # PBITS 21-001 in the subject line.** Please DO NOT send questions to [CAU@NYSED.GOV](mailto:CAU@NYSED.GOV).

**CONTRACT TERM, EXTENSIONS AND NO COST CHANGE REQUESTS/ENHANCEMENTS**

**Tentative Start Date** *February 1, 2022 through August 31, 2023*

*This project and its tentative dates are contingent upon the underlying CMS Implementation project.*

**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.

Bidders are requested to submit their bids electronically. Please see the information below for instructions on submitting an electronic bid.

1. 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 in 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. stored copies of the images of signatures that are placed on a document by copying and pasting or otherwise inserting them into the documents
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 PB 21-001" - 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 and considered for award.
7. **Bids received after 11:59 pm Eastern Time on the due date will be disqualified.**

## **MWBE GOALS, UTILIZATION AND STAFFING PLANS**

### **Minority and Women-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, in any percentage combination for Minority-Owned Business Enterprises (“MBE”) participation and 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) at the same time as 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) at the same time as they submit 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 on a quarterly basis and can be found at NYSED's [M/WBE Forms and Compliance Forms webpage](#).

**Service-Disabled Veteran-Owned Business (SDVOB) Participation Goals Pursuant to Article 17-B of New York State Executive Law**

Article 17-B of Executive Law was enacted to ensure that certified SDVOBs are provided opportunities for meaningful participation in the performance of state contracts. 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](#).

**M/WBE AND EQUAL EMPLOYMENT OPPORTUNITIES REQUIREMENTS CONTRACTOR REQUIREMENT AND OBLIGATION 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<sup>1</sup>. 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<sup>2</sup>.
  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 which 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 which 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. Contractor shall upon written notification from NYSED M/WBE Program Unit as to any deficiencies and required remedies thereof, the contractor, within the period of time specified, will 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 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.

<sup>1</sup> 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.

<sup>2</sup> Should the contractor identify a firm that is not currently certified as an M/WBE, it should request that the firm submit a certification application [Empire State Development](#) by the deadline for submission of proposals for eligibility determination. It is the responsibility of the contractor to ensure that a sufficient number of certified M/WBE firms have been identified in response to this procurement, in order to facilitate full M/WBE participation.

### **MINI-BID PROPOSAL VALIDITY**

All Contractor responses to Authorized User Mini-Bids must remain open and valid for at least 90 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 90 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.

### **AUTHORIZED USER PROCUREMENT RIGHTS**

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.



## INTRODUCTION

The Office of Adult Career and Continuing Education Services (ACCES) is the office within the New York State Education Department (NYSED) responsible for the provision of Adult Education services, Vocational Rehabilitation services, and the Supervision of Proprietary Schools.

The Vocational Rehabilitation (VR) area of ACCES (ACCES-VR) helps individuals with disabilities obtain and retain employment. ACCES-VR also supports independent living through training, education, vocational rehabilitation, and career development. ACCES-VR serves over 90,000 consumers annually and maintains an active caseload of 50,000. ACCES-VR currently has approximately 7,000 active vendors and spends over \$125 million each year on case services. There are 15 ACCES-VR district offices, 10 associated satellite offices, and a central office where staff are located. ACCES-VR staff also operates from offices in public and private offsite locations. NYSED has embarked on a large and complex project to replace its current Vocational Rehabilitation (VR) case management application with a Commercial off the Shelf (COTS) software solution. The new VR Case Management System (CMS) will have a web browser interface for end user case management tasks, and include integrated authorization-and-payment functionality that interfaces with NYSED's financial systems for issuing authorizations, accepting invoices, and making payments to vendors and consumers. .

NYSED seeks a Contractor to provide independent verification and validation (IV&V) services for the CMS project. Please note that there are multiple contracts involved in the CMS project.

This Mini-Bid is being distributed to the Contractors awarded under Lot # 2 to acquire Project Based Information Technology (IT) Consulting Services for NYSED, 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 ACCES-VR CMS IV&V Services 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.

## KEY EVENTS AND DATES (ESTIMATES)

Event	Date	Time
Mini-Bid Release	July 12, 2021	N/A
Contractor Question Period End	August 2, 2021	N/A
Authorized User Answer Issuance Deadline	August 13, 2021	N/A
Mini-Bid Response Due Date	September 3, 2021	11:59 PM
Evaluation of Mini-Bid Submissions Completed	October 21, 2021	N/A
Tentative Project Start Date	February 1, 2022	N/A

**Please note: NYSED will not accept any Mini-Bid responses received after the Response Due Date.**

## PRE-BID CONFERENCE

Not Applicable

## INTENT TO BID

Not Applicable

## QUESTION AND ANSWER PERIOD

Questions regarding the mini-bid must be submitted by E-mail to [PBITS@nysed.gov](mailto:PBITS@nysed.gov) no later than August 2, 2021 . Questions regarding this request should be identified as Program, Fiscal or M/WBE. A Questions and Answers Summary will be posted to the [ACCES procurement website](#) on or about August 13, 2021 .

## DOWNSTREAM PROHIBITION

The CMS Implementation Contractor and/or any of its subsidiaries or subcontractors are prohibited from submitting a bid proposal to this Mini-Bid (PBITS 21-001) .

## 1. TABLE OF CONTENTS

<b>2.</b>	<b>1. PROJECT OVERVIEW .....</b>	<b>10</b>
1.1.	Project Background .....	10
1.2.	Project Purpose / Objectives .....	10
1.3.	Business Processes Impacted .....	11
1.4.	Customers / End Users Impacted .....	12
1.5.	Existing System Description.....	12
<b>3.</b>	<b>2. DETAILED PROJECT SCOPE .....</b>	<b>12</b>
2.1.	Project Requirements.....	12
2.1.1.	<i>Minimum Bidder Qualifications.....</i>	<i>12</i>
2.1.2.	<i>Preferred Qualifications .....</i>	<i>13</i>
2.1.3.	<i>Project Timeline.....</i>	<i>13</i>
	<i>It is anticipated that a contract resulting from this Mini-Bid will be effective on or about February 1, 2022 and end on August 31, 2023. ....</i>	<i>13</i>
	<i>The .....</i>	<i>13</i>
2.1.4.	<i>Contractor Requirements .....</i>	<i>13</i>
2.2.	Project Consulting Key Personnel Requirements .....	15
2.3.	Project Deliverables Narrative.....	15
2.4.	Project Deliverables.....	16
2.4.1.	<i>On-going Project Reporting.....</i>	<i>16</i>
2.4.2.	<i>Document-Based Deliverables .....</i>	<i>17</i>
2.4.3.	<i>Acceptance Process and Criteria .....</i>	<i>17</i>
2.5.	Project Risk Assessment .....	18
2.6.	Authorized User Security Requirements .....	18
2.7.	Authorized User Insurance Requirements .....	18
<b>4.</b>	<b>3. GENERAL TERMS AND CONDITIONS.....</b>	<b>18</b>
3.1.	Definitions.....	18
3.2.	Mini-Bid With Statement of Work Document And Attachments.....	19
3.3.	Additional Terms and Conditions .....	19
3.4.	Authorized User Responsibilities .....	19
3.5.	Authorized User Dispute Resolution Procedure.....	19
3.6.	Enhancement Budget Provision .....	20
3.7.	Travel .....	20
3.8.	Retainage .....	20
3.9.	Additional Incentives .....	20
3.10.	Debriefing and Protest Procedure.....	20
<b>5.</b>	<b>4. CONTRACTOR RESPONSE .....</b>	<b>20</b>
4.1.	Administrative Response .....	21
4.2.	Technical Response .....	21
4.3.	Financial Response .....	23
<b>6.</b>	<b>5. MINI-BID EVALUATION PROCESS .....</b>	<b>23</b>
5.1.	Submission Review .....	23
5.2.	Technical Evaluation .....	23
5.3.	Cost Evaluation .....	24
5.4.	Preliminary Composite Score .....	24
5.5.	Presentation .....	24
5.6.	Final Composite Score .....	24
5.7.	Reference Checks .....	<b>Error! Bookmark not defined.</b>
5.8.	Best And Final Offers .....	25



5.9. Award Recommendation ..... 25

**ATTACHMENTS**

ATTACHMENT 01- FINANCIAL PROPOSAL

ATTACHMENT 02 – NYSED PBITS CHECKLIST AND FORMS

**APPENDICES**

APPENDIX 01 – ALLIANCE IMPLEMENTATION WORRKPLAN

APPENDIX R—DATA PRIVACY (CONFIDENTIAL) 2-4-21

## ACCES-VR CMS IV&V SERVICES

### 1. PROJECT OVERVIEW

#### 1.1. PROJECT BACKGROUND

ACCES-VR helps individuals with disabilities obtain and retain employment and also supports independent living through training, education, vocational rehabilitation, and career development. ACCES-VR serves over 90,000 consumers annually and maintains an active caseload of 50,000. ACCES-VR currently has approximately 7,000 active vendors and spends over \$125 million each year on case services. ACCES-VR staff operate out of a central office, 15 district offices, 10 associated satellite offices, and from offices in public and private offsite locations. NYSED has embarked on a large and complex project to replace its current Vocational Rehabilitation (VR) case management application with a solution that has a web browser interface for end user case management tasks, and includes integrated authorization-and-payment functionality that interfaces with NYSED's financial systems.

NYSED seeks a Contractor to provide independent verification and validation (IV&V) services to oversee the review of certain deliverables of the CMS project.

#### 1.2. PROJECT PURPOSE / OBJECTIVES

The successful bidder will provide objective oversight and assessment of specific key deliverables from the CMS Implementation Contractor to verify and validate that they are providing the required systems and services for the ACCES-VR CMS implementation project.

The IV&V oversight will be targeted at specific milestones and deliverables associated with the CMS implementation project. The assessment provided by the successful bidder is expected to ensure compliance with the requirements, standards, and levels of service established through contractual agreement and minimize the overall risk associated with the implementation project within the timetables provided.

The IV&V staff shall function independently from the CMS Implementation Contractor, but will have timely access to the interim and final products, outputs and deliverables. In addition, the IV&V staff will attend and monitor meetings and presentations regarding project status, planning, risk and issue management, system design, and deliverables.

Although the IV&V Contractor is independent, it is vital that the IV&V staff must promote a team-oriented approach with the CMS Implementation Contractor and NYSED Project Team. The common driving principle must be to achieve the highest quality deliverables for the overall project and all the Contractors must be committed to and share in the responsibility to achieve this outcome.

Although not all inclusive, to provide a better understanding of the intent of NYSED, a description of each organization is provided below.

Organization	Description
IV&V Contractor	Independent Verification and Validation Contractor – The selected Bidder from this Mini-Bid procurement is responsible for independent monitoring and assessment of project processes and deliverables.

Organization	Description
CMS Implementation Contractor	Alliance Enterprises is responsible for all activities associated with design, validation and implementation of the solution, and also responsible for maintenance and support of the installed system through the term of the agreement.
NYSED Steering Committee	(Executive Sponsor/Project Sponsors) Oversees project scope, schedule, cost and quality <ul style="list-style-type: none"> <li>• Provides project direction and vision</li> <li>• Addresses risks and issues</li> <li>• Commits funding, personnel, physical resources, and technical resources</li> <li>• Approves completion project milestones and deliverables</li> </ul>
NYSED Project Director	The Project Director is responsible for monitoring and oversight of the Overall project plans, managing their execution, and leading the project teams to success.
NYSED IT Project Lead	The NYSED IT Lead is responsible for coordinating and overseeing NYSED IT resources necessary for completion of the project.
NYSED Program Lead	The NYSED Program Lead is responsible for coordinating and overseeing the program area resources necessary for successful completion of the project.
NYSED Team Resources	A functional team comprised of key staff members of NYSED ITS, Fiscal and ACCES-VR Program staff that provide technical and business expertise to the project.

### 1.3. BUSINESS PROCESSES IMPACTED

The entire VR case management business process will be replaced with the new technology solution implementation. All stages of the consumer's progress through the Vocational Rehabilitation system will be captured, including required data elements. Staff will be able to review all aspects of the case chronologically.

The authorization and payment function will be integrated with NYSED's financial systems and will be used for issuing authorizations, accepting invoices, and making payments to vendors and consumers. All costs incurred on behalf of consumers will be tracked at the consumer, case service code, vendor, contract, counselor, team, and District Office level. Payments should allow VR staff to reconcile payment data between ACCES-VR, and the Office of the State Comptroller's (OSC) financial system (SFS).

## 1.4. CUSTOMERS / END USERS IMPACTED

The following stakeholders will benefit from the new CMS.

Stakeholder Category	Number of Users in Total
Employees (ACCES-VR program staff, and SED Fiscal Management staff)	650
Vendors	10,000
Consumers (VR applicants and participants)	86,000
Employers	500
Total	97,150

## 1.5. EXISTING SYSTEM DESCRIPTION

The CaMS system has been used in the offices for the past 20+ years to maintain the statistical records. This is a client server-based system, written in PowerBuilder 12.5, that SED developed in conjunction with a vendor and has repeatedly enhanced to meet ACCES-VR's business needs. Currently, updates to the application are done twice a year; with data changes being made as needed.

Currently the CaMS system is supported by 15 database servers communicating with one central DB where data is consolidated and extracted for nightly processing. End of Day jobs run at each DO each night and do various functions including: release service lines, create ticklers, move cases between statuses, delete extra case access log records, delete contracts; etc. Data is passed to the CO database where additional EOD jobs run that extract data from CaMS and send it to the mainframe. This includes consumer, authorization, vendor and contract data. The list of End of Day Jobs and samples of the data files are included in the Bidders Library.

The mainframe system is written in COBOL and dates back to the 1970s. It generates purchase orders and payment requests for both contract and non-contract services. The payment information is sent to SED Fiscal Management unit and then financial transactions are sent to New York's Statewide Financial System, which processes the transactions for payment by check or ACH transaction.

Citrix is used for staff in the field to access CaMS via the web. Staff members use internet access available at the field site or use MiFi and Air Cards to obtain access. In addition, some providers (independent job developers) use CaMS to create draft documents for VR consumers.

The current client server-based Case Management System (CaMS) and its related database servers will be replaced with NYSED's new CMS.

## 2. DETAILED PROJECT SCOPE

*If qualifications are identified by the Authorized User as "mandatory" or "minimum", such qualifications are deemed to be material and hence not waivable. Any Contractor proposal that does not meet or exceed the requirement must be disqualified from consideration.*

### 2.1. PROJECT REQUIREMENTS

#### 2.1.1. Minimum Bidder Qualifications

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

- A minimum of five (5) years of IV&V experience.

- Must be a current Contractor listed under OGS Award #22772, Lot # 2 (<http://www.ogs.ny.gov/purchase/snt/awardnotes/7360022772ContractorPage.pdf>)
- Pricing may not be excess of the “maximum Not-To-Exceed price” established by OGS Award 22772 and available at <http://www.ogs.ny.gov/purchase/snt/awardnotes/7360022772ContractorPage.pdf>.
- Downstream prohibition criteria must be met

### 2.1.2. Preferred Qualifications

In addition to the minimum qualifications stated above, preference will be given to those Bidders who possess experience including any or all of the following:

- IV&V experience with Alliance Enterprises Aware product
- IV&V experience with VR or HHS Case Management System implementation projects
- IV&V experience with other large, complex, enterprise systems
- IV&V experience with other state or federal government enterprise systems
- IV&V experience with data migration projects

### 2.1.3. Project Timeline

**It is anticipated that a contract resulting from this Mini-Bid will be effective on or about February 1, 2022 and end on August 31, 2023.**

**The estimated timeline for completing the remaining tasks of the CMS Implementation Project is as follows:**

1. February-September 2022: Customization Development and Testing
2. February-September 2022: System Interfaces Development and Testing
3. February-November 2022: Data Migration
4. August-November 2022: Testing & Pilot
5. November-December 2022: Go-Live
6. January-March 2023: Warranty
7. January-August 2023: Design, Development, and Testing for Release 1.5
8. September 2023 Release 1.5 Implementation

### 2.1.4. Contractor Requirements

The IV&V Contractor shall conduct independent monitoring, review project processes and deliverables.

The IV&V Contractor shall verify that the project deliverables meet the specified requirements and validate that the deliverable achieves its intended use.

The IV&V Contractor shall report and present its findings to NYSED. Daily project work will be accomplished through close interaction with the project team and other contractors.

The IV&V Contractor responsibilities shall include:

- Provide the key personnel and staffing to provide the required services for the duration of the contract
- Prepare and submit the IV&V Plan that describes how services will be performed and documented
- Monitor the CMS Implementation and NYSED project plans and project management processes; review integrated plans and processes; and recommend changes to improve effectiveness of plans and processes to NYSED Project Director
- Review the CMS Implementation project deliverables for completeness and compliance with the requirements specified in the RFP and document findings and deficiencies

- Prepare written and deliver verbal status reports to NYSED Project Director
- Prepare summaries of overall project progress for the NYSED Steering Committee
- Interact and collaborate with NYSED Project Director, NYSED Project Team, and CMS Implementation Contractor)
- Identify and document findings and recommend solutions on a continual basis throughout the project to NYSED Project Director
- Observe and verify that testing was completed according to CMS Implementation Contractor test plans
- Review CMS implementation Contractor data migration plan and assess its effectiveness
- Review CMS Implementation Contractor training and assess its effectiveness
- Evaluate and provide recommendations about readiness to proceed with subsequent project phases to the NYSED Project Director

### **Project Kickoff Meeting**

At the beginning of the contract, the Contractor shall participate in an on-site IV&V kickoff meeting with the NYSED Project Team. This meeting will be conducted at NYSED offices in Albany, NY. The objectives of this meeting include:

- introduce IV&V Contractor staff
- establish the working relationship between IV&V Contractor and the NYSED Project Team
- update the IV&V Contractor with the current status of the CMS Implementation project
- review the project schedules and plan for the work to begin

### **Project Work Environment**

The Contractor is expected to work with other project contractors in an efficient and professional manner. The Contractor shall report to the NYSED Project Director. Any disputes between the Contractor and other project contractors or staff shall be resolved by the NYSED Steering Committee.

The Contractor's key personnel shall be available to work on-site at the NYSED Offices in Albany, NY during normal business hours. Some remote work may be performed with prior agreement of the NYSED Project Director.

The Contractor will be provided cubicle spaces and personal computers with NYSED network access. The Contractor is responsible to provide all needed equipment for its personnel including cell phones, offices supplies, etc.

### **Project Document Repository**

NYSED will establish a project SharePoint web site that shall be the repository for all project related documents. The Contractor key personnel will be provided access to this site and shall be expected to post and maintain all project related IV&V documents there.

### **Change Management**

The Contractor shall develop and maintain a plan to manage and coordinate proposed changes to the IV&V work scope. No changes to work scope shall be undertaken without the prior, documented approval of the NYSED Steering Committee.

### **Contractor's Project Team**

The contractor awarded under this Mini-Bid shall provide staffing in adequate numbers and with appropriate expertise to fulfill the duties of the project as outlined in this Mini-Bid.

The contractor shall submit resumes of staff hired under the terms of this contract for the NYSED Project Director's review prior to the start of work. The NYSED Steering Committee reserves the right to approve or disapprove the contractor's proposed staffing.

### Changes to the Contractor's Project Team

Any changes to the Contractor's project team must be approved by the NYSED Steering Committee. The Contractor shall provide for the continuity of the responsibilities of any position that must be reassigned or replaced with a qualified replacement made available within ten (10) business days, subject to the review and approval of the NYSED Steering Committee. Should the need arise to make substitutions for any member of the project team, the Contractor will promptly provide resumes of comparably experienced staff for the NYSED Steering Committee's review and approval.

<b>2.2. PROJECT CONSULTING KEY PERSONNEL REQUIREMENTS</b>		
<b>JOB FUNCTION / DESCRIPTION</b>	<b>REQUIREMENTS</b>	<b>KEY PERSONNEL</b>
IV&V Project Manager	<ul style="list-style-type: none"> <li>• Manage all deliverables of the IV&amp;V contract specified in this mini-bidReport to and take direction from the NYSED Project Director</li> <li>• Coordinate IV&amp;V work efforts and collaborate with the project team including NYSED Project Team, NYSED Project Director, and the CMS Implementation Contractor</li> <li>• Provide IV&amp;V Monthly Deliverables Assessment Reports to the NYSED Steering Committee.</li> <li>• Provide ongoing project status reports to the NYSED Project Director, project team and Steering Committee as required.</li> <li>• Provide project status summaries and presentations to the NYSED Steering Committee</li> <li>• Post all project documents to the NYSED SharePoint site.</li> <li>• Participate in project status and team meetings as required.</li> <li>• Review quality control processes and identify areas needing improvement to the NYSED Project Director</li> <li>• Manage the work of the IV&amp;V Specialist(s)</li> <li>• Determine required work hours for IV&amp;V Specialist(s)</li> <li>• Ensure that all deliverables of the CMS Implementation Contractor are validated and verified.</li> <li>• Ensure that all requirements and deliverables of the CMS Implementation Contractor are documented.</li> <li>• Review and verify all CMS Implementation Contractor's invoices</li> </ul>	☒
IV&V Specialist(s)	<ul style="list-style-type: none"> <li>• Assist in completing all deliverables of the IV&amp;V contract</li> <li>• Report to and take direction from the IV&amp;V Project Manager (PM)</li> <li>• Collaborate with the project team including NYSED Project Team, NYSED Project Director, and the CMS Implementation Contractor</li> <li>• Assist in validating and verifying the CMS Implementation Contractor's deliverables</li> <li>• Assist in reviewing the CMS Implementation Contractors' documentation deliverables</li> <li>• Review quality control processes and identify areas needing improvement</li> <li>• Post documents to the NYSED SharePoint site</li> <li>• Participate in project meetings as required</li> </ul>	☒

### **2.3. PROJECT DELIVERABLES NARRATIVE**

The remaining portions of the ACCES-VR CMS project will be implemented in phases in accordance with the anticipated project timeline shown in Section 2.1.



The IV&V Contractor shall provide the required deliverables and shall work with NYSED to ensure that said deliverables are provided within the timeframes outlined in the Section 2.4 Project Deliverables. These deliverables shall be the basis against which the Contractor's performance shall be evaluated and upon which payments will be made. Payment for the on-going project reporting deliverables will be distributed equally, monthly, across the term of the contract. All payment of project deliverables will be based on NYSED acceptance of the deliverable per Section 2.4.3.

All deliverables shall be identified with the NYSED numbering scheme shown in the ID # column below (e.g., CMS-IVV- 01). When there are multiple items for a single deliverable, they shall be numbered with appropriate indexing (e.g., CMS- IVV-01.01). For purposes of this Mini-Bid, the terms "shall," "must," and "will" are used interchangeably, and all are to be assumed as mandatory deliverables.

## 2.4. PROJECT DELIVERABLES

### 2.4.1. On-going Project Reporting

The following is the reporting that will be conducted during the duration of the contract. The total hours bid within Attachment 1 – #PBITS 19-002 Financial Proposal must include the total hours needed for the duration of the contract. See Section 2.4.3 Acceptance Process and Criteria.

NYSED estimates the following items to be included as the Scope of Services; however, any potential changes or modifications to these requirements will be shared with the winning supplier within thirty (30) days of the award decision and NYSED will utilize a Project Change Request (PCR) to modify any changes to these items.

ID #	Description of Ongoing Project Reporting	Frequency
CMS-IVV-01.01	IV&V Monthly Deliverables Assessment Reports submitted to the NYSED Steering Committee	Monthly by the 2nd Friday of each calendar month for the prior month's work
CMS-IVV-01.02	Provide Input to the Project Risk Log	At Least Monthly updated by the 2nd Friday of each month for the prior month.
CMS-IVV-01.03	Maintain Log of all IV&V and CMS Contractor's deliverables	At Least Monthly updated by the 2nd Friday of each month for the prior month.
CMS-IVV-01.04	Review, monitor, assess and maintain a status log of all Work Stream deliverables (as defined in Appendix 01 – NYSED ACCES VR Aware Implementation Work Plan).	At Least Monthly updated by the 2nd Friday of each month for the prior month.
CMS-IVV-01.05	IV&V project status reports to NYSED Project Director.	Weekly
CMS-IVV-01.06	IV&V project status updates at Project Team meetings - verbal report given at each meeting and documented	Bi-Weekly
CMS-IVV-01.07	IV&V project progress reports and presentations at NYSED Steering Committee meetings - verbal report given at each meeting and documented	No More than once a Month

ID #	Description of Ongoing Project Reporting	Frequency
CMS-IVV-01.08	Verify Implementation Contractor Invoices, based on Deliverables, within five (5) business days of receipt.	Ongoing

#### 2.4.2. Document-Based Deliverables

The following are the Document-Based Deliverables required for the contract. The total hours bid within Attachment 1 – Mini-Bid #PBITS 21-001 Financial Proposal must include the total hours needed to complete each deliverable. See Section 2.4.3 Acceptance Process and Criteria.

ID #	Description of Document Based-Deliverable Milestones	Due Date
CMS-IVV-02	<p><b>Initial IV&amp;V Project Documentation</b></p> <p>Final Versions of the following documents, with NYSED comments incorporated:</p> <ul style="list-style-type: none"> <li>• IV&amp;V Management Plan</li> <li>• IV&amp;V Deliverables Expectation Document (DED)</li> <li>• IV&amp;V Work Plan and Schedule</li> <li>• IV&amp;V Staffing Plan</li> <li>• IV&amp;V Change Management Plan</li> </ul>	Within 20 Business Days of Project Kick-Off
CMS-IVV-3	<p><b>IV&amp;V Report of Final Project Implementation</b></p> <p>Review and comment on final activities and work products (as defined in Appendix 01, Workstream 7).</p> <p>This report must include:</p> <ul style="list-style-type: none"> <li>• review results and recommendations for final implementation,</li> <li>• any deficiencies that need to be addressed</li> </ul> <p>Assessment of project implementation completion.</p>	Within 30 Business Days of Completion of Implementation

#### 2.4.3. Acceptance Process and Criteria

The Contractor shall provide document-based Deliverables in the form and format agreed to by the NYSED Project Director, based on the Deliverables Expectation Document (DED) (CMS-IVV-02). The deliverable expectation documentation shall include, but not be limited to, deliverable ID number, title, frequency, draft and final due dates, approval requirements, outline of contents, and delivery of media.

1. For each document-based Deliverable (as defined in Section 2.4.2) 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 document-based Deliverables shall require written approval by NYSED Steering Committee or written designee 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 shall be no more than five (5) business days, unless otherwise mutually agreed to by NYSED Project Director and the Contractor's Project Director in the Project Work Plan. The five (5) day period shall begin upon written transmittal by the IV&V Contractor Project Director to NYSED Project Director 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.

The Contractor shall have five (5) business days to complete all corrective actions or changes in order for such document-based Deliverable to conform in all material respects with the requirements set forth in

the Agreement. 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. If NYSED cannot approve the document-based Deliverable after correction by Contractor, the Contractor's Project Director and NYSED Project Director 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, except for good cause in the sole discretion of the State. NYSED will have final approval of all document-based Deliverables.

## 2.5. PROJECT RISK ASSESSMENT

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

## 2.6. AUTHORIZED USER SECURITY REQUIREMENTS

The contractor 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 (7) days after the contract has been executed, and prior to any work being done.

It is anticipated that access to the new system will be controlled using NY State's NY.govID identity and password services for employees, consumers, and vendors.

The contractor and the solution must comply with NYSED security policies and procedures (refer to Appendix 4).

In particular, the new system must comply with New York's data encryption standards for data in transit and data at rest. In addition to the Security Requirements included with this PBITS procurement, the Contractor agrees to comply with all NYSED security requirements throughout the term of the contract.

## 2.7. AUTHORIZED USER INSURANCE REQUIREMENTS

No additional requirements

## 3. GENERAL TERMS AND CONDITIONS

### 3.1. DEFINITIONS

Term	Description
ACCES	Adult Career and Continuing Education Services
CaMS	the current client server-based case management system
CMS	Case Management System (the new solution)
COTS	Commercial off the Shelf
DED	Deliverable Expectation Document
IV&V	Independent Verification and Validation

NYSED	New York State Education Department
VR	Vocational Rehabilitation

### 3.2. MINI-BID WITH STATEMENT OF WORK DOCUMENT AND ATTACHMENTS

This Statement of Work is comprised of the following:

- Mini-Bid #PBITS 21-001 ACCES-VR CMS IV&V Services (this document)
- Mini-Bid #PBITS 21-001 ACCES-VR CMS IV&V Services Attachments
- Technical Proposal Submission as defined in Section 4.2
- Financial Proposal Submission (Completed Attachment 01)

### 3.3. ADDITIONAL TERMS AND CONDITIONS

#### ***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 make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four year period, the Offerer/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 – Gregory S. Wojcieszak  
Contract Administration Unit – Richard Duprey  
M/WBE – Brian Hackett

As noted under section 2.6, the selected contractor must execute NYSED's Information Protection Agreement within 7 days after the contract has been executed and prior to any work being done.

### 3.4. AUTHORIZED USER RESPONSIBILITIES

NOT APPLICABLE

### 3.5. AUTHORIZED USER DISPUTE RESOLUTION PROCEDURE

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."

### 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 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

Not separately reimbursable.

### 3.8. RETAINAGE

NYSED will retain an amount equal to ten percent (10%) of the cost of each Deliverable performed by Contractor for services under this Agreement. The retained amount shall be paid to Contractor upon the occurrence of the following:

Acceptance by SED of all Deliverables for services under this agreement.

### 3.9. ADDITIONAL INCENTIVES

NOT APPLICABLE

### 3.10. DEBRIEFING AND PROTEST PROCEDURE

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](mailto: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](mailto: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 ten (10) 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

## 4. CONTRACTOR RESPONSE

To submit a bid in response to this mini-bid, bidders should submit the following documents:

1. Technical Proposal
2. Financial Proposal- Attachment 1
3. Checklist and Forms Attachment 2
4. Data Security Plan Appendix R

The necessary forms to complete are posted with this mini-bid website.

#### 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.**

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 PROPOSAL

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 should not be included in the Technical Proposal documents.***

#### 7. 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.

#### 8. 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.

## 9. 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 services may be superior to those of its competitors.

## 10. Minimum Qualifications

The Bidder must provide certification (contained in forms package) and documentation proving it meets the requirements defined in Section 2.1.1, Minimum Bidder Qualifications.

## 11. Experience and Staffing

In addition to meeting the Minimum Qualifications in Section 2.1.1, the Bidder shall elaborate and provide qualitative details about its experience and ability to meet the preferred qualifications in Section 2.1.2. 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.

### *Company References*

Bidder should provide a minimum of three references from recent engagements, preferably other public sector entities. Do not include NYSED as a reference.

### *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

## 12. Project Schedule and Staffing Plan

The Bidder should provide a document of the analysis conducted on the CaMS Redesign vendor detailed Schedule/Work Breakdown Structure that addresses the timeline for completing the work identified (preferably in MS Project) according to the Acces-VR CMS 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



### 13. 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 a successful project
- How its approach will ensure a quality product and timely completion

#### 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 technical qualities and cost. Proposals failing to meet the requirements of this document may be eliminated from consideration. The evaluation process will include separate technical and cost evaluations, and the result of each evaluation shall remain confidential until both 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 M/WBE participation.

#### 5.1. 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.

#### 5.2. 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 and Staffing (20 points) Project Schedule and Staffing (20 points) Approach (20 points)	60
Technical Presentation	10

### 5.3. 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.

### 5.4. PRELIMINARY COMPOSITE SCORE

After completion of the Technical and Cost evaluation, a preliminary composite score will be calculated by the CEC by adding the technical evaluation points and the cost evaluation points.

The CEC will determine which Bidders are susceptible to a contract award based on the preliminary composite scores. The highest preliminary composite scoring Bidder and those Bidders within 10 points (no decimals round down) of the highest score will be invited for a technical presentation.

### 5.5. PRESENTATION

Presentations will be held either via WebEx or at the Department's main office located in Albany, New York when possible. All members of the Contractor's key personnel must be at 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

### 5.6. FINAL COMPOSITE SCORE

A final composite score will be calculated by NYSED by adding the presentation evaluation points to the preliminary technical evaluation points and the cost evaluation points. The proposals will then be ranked based upon each Bidder's Final Composite Score. The highest scoring proposal will be eligible for award.

### **5.7. 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.

### **5.8. AWARD RECOMMENATION**

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.