



NEW YORK
STATE OF
OPPORTUNITY™

**Department
of Health**

Request for Proposals
RFP # 20007R
Child and Adult Care Food Program (CACFP)
System Modernization RFP
Issued:

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TABLE OF CONTENTS

1.	CALENDAR OF EVENTS	III
2.	OVERVIEW.....	1
2.1	Introductory Background.....	1
2.2	Important Information.....	1
2.3	Term of the Agreement.....	2
3.	BIDDERS QUALIFICATIONS TO PROPOSE	2
3.1	Minimum Qualifications	2
4.	SCOPE OF WORK	3
4.1	Modernization Project Overview.....	3
	4.1.1 Current State.....	3
	4.1.2 Future State	3
4.2	Contractor Tasks and Deliverables.....	9
	4.2.1 Project Planning and Management.....	11
	4.2.2 Analysis and Design.....	17
	4.2.3 Implementation.....	19
	4.2.4 Training	21
	4.2.5 Hosting and Security Services	22
	4.2.6 Transition to Operations, Warranty, Support and Maintenance	23
	4.2.7 End of Contract Transition	26
	4.2.8 Project Deliverables	26
4.3	Contractor and Staffing Requirements	27
5.	ADMINISTRATIVE INFORMATION	29
5.1	Restricted Period	29
5.2	Questions.....	29
5.3	Right to Modify RFP.....	29
5.4	Payment.....	30
5.5	Minority and Woman-Owned Business Enterprise Requirements.....	31
5.6	Equal Employment Opportunity (EEO) Reporting	32
5.7	Sales and Compensating Use Tax Certification (Tax Law, § 5-a).....	33
5.8	Contract Insurance Requirements	33
5.9	Subcontracting.....	34
5.10	The Department’s Reserved Rights.....	34
5.11	Freedom of Information Law (“FOIL”).....	35
5.12	Lobbying	35
5.13	State Finance Law Consultant Disclosure Provisions	36
5.14	Debriefing	36
5.15	Protest Procedures	36
5.16	Iran Divestment Act	37
5.17	Piggybacking	37
5.18	Encouraging Use of New York Businesses in Contract Performance	37
5.19	Diversity Practices Questionnaire.....	37
5.20	Participation Opportunities for NYS Certified Service-Disabled Veteran-Owned Businesses	38
5.21	Intellectual Property	38
5.22	Vendor Assurance of No Conflict of Interest or Detrimental Effect.....	38
5.23	Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination	38

6.	PROPOSAL CONTENT	39
6.1	Administrative Proposal.....	39
6.2	Technical Proposal	40
6.3	Cost Proposal	41
6.4	Bidder Presentations	42
7.	PROPOSAL SUBMISSION	42
8.	METHOD OF AWARD.....	43
8.1	General Information.....	43
8.2	Submission Review	44
8.3	Technical Evaluation	44
8.4	Cost Evaluation.....	44
8.5	Preliminary Composite Score	45
8.6	Bidder Presentation Evaluations	45
8.7	Final Composite Score	45
8.8	Reference Checks	45
8.9	Best and Final Offers	45
8.10	Award Recommendation	45
	ATTACHMENTS.....	46
	Attachment 1 - Bidder’s Disclosure of Prior Non-Responsibility Determination.....	46
	Attachment 2 - No-Bid Form	46
	Attachment 3 - Vendor Responsibility Attestation.....	46
	Attachment 4 - Vendor Assurance of No Conflict of Interest or Detrimental Effect	46
	Attachment 5 - Guide to New York State DOH M/WBE Required Forms & Forms	46
	Attachment 6 - Encouraging Use of New York Businesses in Contract Performance.....	46
	Attachment 7 - Bidder’s Certified Statements	46
	Attachment 8 - DOH Contract	46
	Attachment 9 - References	46
	Attachment 10 - Diversity Practices Questionnaire.....	46
	Attachment 11 - EO 177 Prohibiting Contracts with Entities that Support Discrimination	46
	Attachment 12 - Proposal Document Checklist	46
	Attachment 13 - Minimum Bidder Qualifications and Preferred Qualifications	46
	Attachment 14 - Key Personnel Forms	46
	Attachment 15 - Functional and Nonfunctional Solution Requirements	46
	Attachment 16 - Technical Proposal Narrative	46
	Attachment 17 - Cost Proposal	46
	Attachment 18 - Initial Staffing Plan.....	46
	Attachment 19 - NYS Standards and Policies Acknowledgement.....	46
	Attachment A - Deliverable Acceptance Form	46
	Attachment B - Required Reports	46
	Attachment C - Glossary	46
	Attachment D - CIPS Current State	46
	Attachment E - CIPS Current State - CACFP Systems and Data	46
	Attachment F - CIPS Current State - EWPHCCS Data	46
	Attachment G - CIPS Current State - BFF Data	46
	Attachment H - CIPS Current State - SD Data	46
	Attachment I - CIPS Current State - Foodservice Vendor Contract Data	46
	Attachment J - CIPS Current State - CIPS Data.....	46

LIST OF TABLES

Table 1- Data Integration Descriptions.....	8
Table 2- Deliverables	9
Table 3- Project Planning and Management Requirements	12
Table 4- Analysis and Design Requirements	17
Table 5- Implementation Requirements	20
Table 6- Training Requirements.....	21
Table 7- Hosting and Security Services Requirements.....	22
Table 8- Problem Severity.....	24
Table 9- Transition to Operations, Warranty, Support and Maintenance Requirements	25
Table 10- End of Contract Transition Requirements.....	26
Table 11- Requirements for the Management of Deliverables.....	27
Table 12- Project Staffing and Key Personnel Requirements.....	27

LIST OF FIGURES

Figure 1- Envisioned Modernized CACFP Information System	5
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1. CALENDAR OF EVENTS

RFP #20007R – CACFP System Modernization	
Event	Date
Issuance of Request for Proposals	July 30th, 2020
Deadline for Submission of Written Questions	Questions Due By August 13th, 2020
Responses to Written Questions Posted by the Department	On or About August 28th, 2020
Deadline for Submission of Proposals	Proposals Due On Or Before September 14th, 2020 by 4pm ET
<i>Anticipated</i> Contract Start Date	December 1, 2020

2. OVERVIEW

Through this Request for Proposals (“RFP”), the New York State Department of Health (“the Department”) is seeking competitive proposals from technology services vendors to provide services and a hosted commercial off-the-shelf solution (COTS) with customization as further detailed in Section 4.0 (Scope of Work). It is the Department’s intent to award one (1) contract from this procurement.

2.1 Introductory Background

The Child and Adult Care Food Program (CACFP) is a nutrition education and meal reimbursement program helping providers serve nutritious and safely prepared meals and snacks to approximately four million children and adults in day care settings nationwide each day. The U.S. Department of Agriculture (USDA), Food and Nutrition Service (FNS) administers CACFP at the national level, while the New York State Department of Health implements the CACFP at the state level. The USDA FNS develops regulations and establishes policies necessary to carry out the CACFP. The Code of Federal Regulations (CFR) at Title 7 §226 contains the CACFP regulation.

New York State has the third largest CACFP in the nation, serving approximately 280,000 children and adults each day. The Department received approximately \$257 million in federal USDA funds in federal fiscal year 2017-2018 to support the CACFP and is required to monitor program operations to ensure compliance with the CACFP’s nutrition, fiscal, and recordkeeping requirements. To support these requirements, the Department contracted with an outside vendor in 2006 to develop a web-based information and payment system using a customized COTS product.

The current system, the NYS CACFP Information and Payment System (CIPS), handles the application and processing of claims for reimbursement to approximately 1,400 sponsoring organizations. For providers to receive reimbursement, the sponsoring organizations submit monthly claims for meals served to participants. The CACFP calculates payments based on national rates and submits approved claims to the Office of the State Comptroller, where payment is processed and sent to the sponsoring organizations.

On average, the CACFP processes approximately 1,800 claims per month (totaling approximately \$19 million per month). Claims must be processed and paid on a daily basis to assist organizations in meeting their food service expenses and administrative costs. Daily processing of claims also ensures that the CACFP abides by New York State’s newly enacted 15-day prompt payment for small businesses, as well as the 30-day prompt payment legislation that has been in effect for more than two decades.

CIPS has been in use for a decade and was built on technology that is reaching obsolescence. The aging system is costly to maintain, and some aspects can no longer be supported. Interruption to the CIPS accessibility could result in the Department paying interest on claims not meeting the prompt-pay requirements and failing to meet USDA requirements for the management and oversight of new and renewing sponsoring organizations. Additionally, components of the CACFP have evolved over time and currently reside in stand-alone data silos that are dependent on manual processes. A description and diagram of the current CACFP systems can be found in Attachment D- CIPS Current State. As the CACFP continues to evolve, the Department needs a technical solution to efficiently and effectively support the CACFP’s expanding needs. In addition, the CACFP systems will continue to change and the contractor is expected to reevaluate the current state to see if any changes have occurred for consideration during the design of the solution.

2.2 Important Information

The bidder is required to review, and is requested to have legal counsel review, [Attachment 8](#), the Department Agreement as the bidder must be willing to enter into an Agreement substantially in accordance with the terms of [Attachment 8](#) should the bidder be selected for contract award.

Please note that this RFP and the awarded bidder's proposal will become part of the contract as Appendix B and C, respectively.

It should be noted that Appendix A of [Attachment 8](#), "Standard Clauses for New York State Contracts", contains important information related to the contract to be entered into as a result of this RFP and will be incorporated, without change or amendment, into the contract entered into between the Department and the successful bidder. By submitting a response to the RFP, the bidder agrees to comply with all the provisions of Appendix A.

Note, [Attachment 7](#), the Bidder's Certified Statements, should be submitted and includes a statement that the bidder accepts, without any added conditions, qualifications or exceptions, the contract terms and conditions contained in this RFP including any exhibits and attachments. It also includes a statement that the bidder acknowledges that, should any alternative proposals or extraneous terms be submitted with the proposal, such alternate proposals or extraneous terms will not be evaluated by the Department.

Any qualifications or exceptions proposed by a bidder to this RFP should be submitted in writing using the process set forth in Section 5.2 (Questions) prior to the deadline for submission of written questions indicated in Section 1.0 (Calendar of Events). Any amendments the Department makes to the RFP as a result of questions and answers will be publicized on the Department web site.

2.3 Term of the Agreement

This contract term is expected to be for a period of eight (8) years, plus two (2) optional one-year renewals, commencing on the date shown in Section 1.0 (Calendar of Events), subject to the availability of sufficient funding, successful contractor performance, and approvals from the New York State Attorney General (AG) and the Office of the State Comptroller (OSC).

3. BIDDERS QUALIFICATIONS TO PROPOSE

3.1 Minimum Qualifications

The Department will accept proposals from organizations with the following types and levels of experience as a prime contractor:

- The Bidder must have a minimum of three (3) years' experience developing a web application(s) for nutrition program(s);
- The Bidder must have a minimum of three (3) years' experience implementing a web application(s) for a nutrition program(s);
- The Bidder must have a minimum of three (3) years' experience providing technical assistance services for a nutrition program application(s).
- The Bidder must have a CACFP-specific COTS solution in production for a minimum of one (1) year at the time of bid submission.

Experience acquired concurrently is considered acceptable.

For the purposes of this RFP, a prime contractor is defined as one who has the contract with the owner of a project or job and has full responsibility for its completion. A prime contractor undertakes to perform a complete contract and may employ (and manage) one or more subcontractors to carry out specific parts of the contract.

Failure to meet these minimum qualifications will result in a proposal being found non-responsive and eliminated from consideration.

4. SCOPE OF WORK

This Section describes the hosted technology services that are required to be provided by the selected bidder. The selected bidder must be able to provide all of these services throughout the contract term.

PLEASE NOTE: Bidders will be required to provide responses that address all of the requirements of this RFP as part of their Technical Proposal.

The terms “bidders,” “vendors,” and “proposers” are also used interchangeably. For purposes of this RFP, the use of the terms “shall,” “must,” and “will” are used interchangeably when describing the Contractor’s/Bidder’s duties.

4.1 Modernization Project Overview

4.1.1 Current State

The current system, the CACFP Information and Payment System (CIPS), handles the applications and processing of claims for reimbursement to approximately 1,400 sponsoring organizations. The CIPS has been in use for a decade and was built on technology that is reaching obsolescence. The current CIPS application is hosted and maintained in-house by New York State Office of Information Technology Services. The aging system is costly to maintain, and some aspects can no longer be supported.

Additionally, components of the CACFP have evolved over time, and the data supporting these initiatives currently resides in standalone silos and is dependent on manual processes. The CIPS Current State, Attachment D, provides more detail on the CACFP, its stakeholders, and the systems and data currently used, as well as the strengths, weaknesses, opportunities, and threats of the current environment.

4.1.2 Future State

4.1.2.1 Goals and Objectives

The Department seeks a modern hosted COTS solution that includes existing CIPS functionality, plus customizations to maximize operational efficiencies and support evolving Program needs. The objectives of the modernization include the following (also see the functional and nonfunctional solution requirements detailed in Attachment 15 - Functional and Nonfunctional Solution Requirements):

Retain Existing CIPS Functionality

- Capture and process application and claim data via a web-based system, utilizing data validation, for CACFP program participation.
- Meet the federal mandate to review participating sponsoring organizations by utilizing a web-based review tool.
- Ensure prompt processing and reimbursement of monthly claims.
- Maintain data integration with licensing agencies (Office of Child and Family Services (OCFS) and the New York City Department of Health and Mental Hygiene (NYC DOHMH)).
- Reduce program administrative costs for sponsoring organizations by integrating current data upload capabilities from point of service (POS) systems.

- Respond to federal and State report requests by accessing reports available in the CIPS and utilizing a web-based query reporting environment.

Maximize Operational Efficiencies

- Reduce the number of siloed CACFP applications by expanding system functionality using customization to include:
 - State childhood obesity prevention initiatives for Eat Well Play Hard and Breastfeeding Friendly,
 - CACFP's potential new sponsor (PNS) pre-screening questions, and
 - CACFP's serious deficiency process.
- Utilize an industry-standard operating system and database that ensures information security.
- Expand system upload functionality to include provider application data from Point of Service (POS) systems.
- Expand audit and program integrity capabilities by detecting, capturing, and processing potential abnormalities.
- Expand reporting capabilities in the CIPS and utilize a web-based query reporting environment to respond to federal and State report requests.
- Meet federal training requirements by tracking the training needs of sponsoring organizations and allow online training registration.
- Reduce State operational costs of the CACFP.

Support Evolving Program Needs

- Maintain compliance with changing federal program regulations by receiving timely system upgrades.

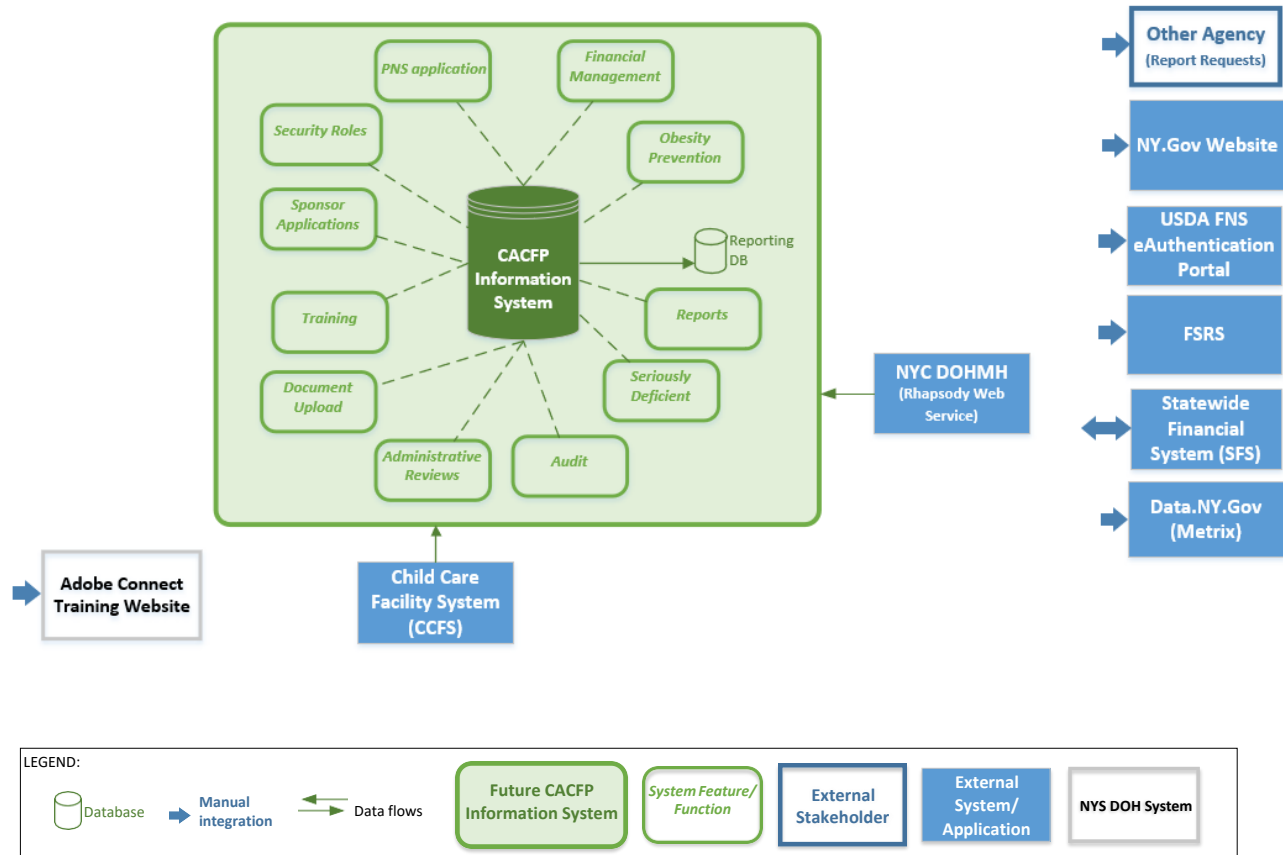
4.1.2.2 Envisioned Solution

The Department envisions that the hosted COTS solution with customizations will be configurable so that Department staff can maintain security settings, business processes, business rules, and reports without impacting the underlying software code. The Department needs the solution to support the CACFP's expanding needs efficiently and effectively as the federal program continues to evolve.

The solution will enable the replacement of manual processes and databases currently used to support program initiatives by adding customization to include the obesity prevention programs Eat Well Play Hard and Breastfeeding Friendly.

The solution shall provide the following functionality and interactions both internal and external to the solution as depicted in Figure 1-Envisioned Modernized CACFP Information and Payment System and meet the solution requirements detailed in Attachment 15 - Functional and Nonfunctional Solution Requirements.

Figure 1 – Envisioned Modernized CACFP Information and Payment System



4.1.2.2.1 Workflow

A workflow is defined as the automation of the steps to complete a business process within a solution. The Workflow capability must support tasks that are driven by business rules and employ straight-thru processing for claims, applications and administrative reviews. Workflows will be utilized for internal Department processes, as well as, external end user interactions within the solution. Refer to Attachment 15, Workflow requirements section.

4.1.2.2.2 Maintenance and Configuration

The Maintenance and Configuration capability must allow the Department staff to adjust system configurations without programming assistance, thus reducing program operating costs, support changes related to user communication, drop-down lists, business rules, and annual program-year maintenance. It will also allow the Department staff to manage system error messages.

4.1.2.2.3 Account Management and Access Control

Access control is the process of granting or denying specific requests to obtain and use information and related information processing services. The Account Management and Access Control capability must ensure that users receive authorization from the Department prior to receiving access to the system, in accordance with [NYS-S14- 013 Account Management/Access Control Standard](#).

The users must authenticate in the solution prior to conducting business online with the CACFP. The users can reset their password and update contact information as needed. The identity management activities must meet identity assurance level 3, as defined in the [NYS-S13-004 Identity Assurance Standard](#). These activities include identity proofing, authentication, and authentication tokens (as defined in the [NYS-S14-006 Authentication Tokens Standard](#)).

4.1.2.2.4 Document/Data Upload

The Document/Data Upload capability must enable sponsoring organizations to submit and manage supporting documentation as part of their application, application renewal, and claims submission processes. The Document/Data Upload capability must also allow sponsoring organizations to upload application and claim data from external point of service (POS) systems.

4.1.2.2.5 Potential New Sponsor (PNS)

The PNS capability must enable non-participating organizations to assess their CACFP eligibility through a public-facing web-based module and must guide the potential new sponsor through the pre-screening and the CACFP application processes. The data collected during these processes provides a basis for the new sponsor record, if the CACFP application is complete and meets the initial program requirements.

4.1.2.2.6 Sponsor Applications

The Sponsor Application capability must enable the Department staff to create, view, and edit profile information for sponsoring organizations. The sponsoring organization staff must be able to view and edit application and agreement forms, as well as, perform edit checks and enable the Department staff to approve the application or return the application for correction. The Sponsor Application capability must support the annual application renewal process. The Sponsor Application must also enable sponsoring organizations to maintain and track their Centers' and Day Care Homes' application packets. The Home sponsoring organizations must be able to manage child enrollment information and their monitoring visits for providers.

4.1.2.2.7 Obesity Prevention

The Obesity Prevention capability must track the deliverables for Eat Well Play Hard in Child Care Centers and Farm to Preschool initiatives. It must also enable the management and tracking of Breastfeeding Friendly designations awarded to child care providers who meet designation standards.

4.1.2.2.8 Financial Management

The Financial Management capability must, at a minimum, consist of the following components:

- Chart of Accounts - Enables the management and tracking of funds associated to several different grant funding sources. It also allows Department staff to track the account code numbers associated to each grant opportunity and determine the availability of funds for each grant opportunity.
- Accounts Payable - Enables the management and tracking of advance payments and claim reimbursement. It must allow the sponsoring organizations to enter and submit claims for reimbursement and to modify a submitted claim if it has not yet been processed. It must allow Department staff to adjust a claim that has already been paid, if necessary.

- Accounts Receivables – Enables the management and tracking of sponsoring organizations' outstanding debts and payment of debt owed.

4.1.2.2.9 Administrative Reviews

The Administrative Review capability must enable the management of the administrative review process. This process includes scheduling, capturing, and storing review data and completing corrective action plans. Administrative review correspondence must be systematically generated for each sponsoring organization review conducted.

4.1.2.2.10 Reporting

The Contractor's solution must include parameter-driven and correspondence reports. The solution must allow Department staff, sponsoring organizations, and Eat Well Play Hard (EWPH) grantees access to reports which can be tailored to meet program requirements.

The Reporting capability must allow Department staff to create and distribute ad-hoc reports using a contractor provided business intelligence (BI) solution. The Department staff currently use Microsoft SQL Server Management Studio in a separate reporting environment as a BI solution to meet time-sensitive and unique reporting requests from various stakeholders. Ad-hoc reporting capabilities allows the Department to continue to meet State and federal reporting requirements, while being flexible enough to accommodate any additional required reporting requests.

4.1.2.2.11 Audit

The Audit capability must support the tracking of late or missing audits or certifications, and audit-related correspondence with the sponsoring organization. The audit component also provides a data analysis capability to support the identification and management of abnormal claiming trends.

4.1.2.2.12 Seriously Deficient

The Seriously Deficient capability must support the tracking of sponsoring organizations and individuals who have been determined to be seriously deficient. Sponsoring organizations who are seriously deficient have failed to meet the federal requirements for the CACFP in one or more instances and have received notification as such from the Department. The Department staff are federally required to document all sponsoring organizations and individuals designated as seriously deficient.

4.1.2.2.13 Training

The Training capability must, at a minimum, include creating, accessing, enrolling, and tracking CACFP related training opportunities for the Department to manage the trainings being offered.

4.1.2.2.14 Data Integration

The Contractor's solution must enable the transfer of information from other systems as depicted in Table 1- Data Integration Descriptions. The Data Integration capability also allows for the Department to meet mandated reporting and records retention requirements. All data integrations must operate in accordance with the permissions set forth in established data sharing agreements.

These data integrations allow the Department to leverage data from partnering agencies to carry out system edit checks, while maintaining program integrity.

Table 1 - Data Integration Descriptions

Source	Target	Brief Description	Frequency	Volume	Security Constraints	Error Handling	Data Transfer Method
Child Care Facility System (CCFS)	The Solution	Application and licensing data for day care home providers and child care centers received nightly via FTP server provided by OCFS.	Once daily	26,745 rows	Encryption	Validation conditions	Systematic via FTP
NYC DOHMH	The Solution	NYC child care licensing data is systematically transferred from NYC DOHMH SQL database nightly via an FTP server provided by NYC DOHMH.	Once daily	3,594 rows	Encryption	Validation conditions	Systematic via FTP

4.2 Contractor Tasks and Deliverables

This RFP, any amendments, questions and answers as well as the attachments and appendices it references provide details on specific solution and services requirements, Contractor and Department responsibilities, and other pertinent information to support the CACFP System Modernization project. The provisions and requirements of this RFP will be incorporated into the resulting contract, as Appendix B, between the Department and the successful bidder.

Contractor requirements are intended to define all of the activities and responsibilities of the successful bidder while under contract. The Contractor shall deliver a technical solution that meets the functional and nonfunctional solution requirements detailed in Attachment 15 - Functional and Nonfunctional Solution Requirements. Fulfillment of the Contractor's requirements and the functional and nonfunctional solution requirements is necessary for project completion and payment.

The following table identifies all deliverables to be provided by the Contractor:

Table 2 - Deliverables

Activity	Deliverables	Timeline
Project Management	Weekly Status Report	Due by close of business each Friday, from the commencement of contract term.
	As-Requested ITS Reports	Within five (5) days of request or as mutually agreed upon between the Department and the Contractor
	Meeting Agendas and Minutes	The agenda is due at least one (1) business day in advance of each project meeting The meeting minutes are due within three (3) business days after each project meeting
	Organizational Chart	Within ten (10) business days of notification of the award selection
	Project Kickoff/Initial Working Session	Within ten (10) business days of contract execution by OSC
Project Planning	Initial Startup Plan	Within ten (10) business days of notification of the award selection
	Eight-Year Project Plan includes the following plans: <ul style="list-style-type: none"> • Project Schedule • Staffing Plan • Quality Management Plan • Risk Management Plan • Change Management Plan • Issue Management Plan • Communication Plan • End of Contract Transition Plan 	Within sixty (60) calendar days of contract execution by OSC
	NYS Security Policies and Standards Attestation	Within sixty (60) calendar days of contract execution by OSC

Activity	Deliverables	Timeline
	Training Plan	Thirty (30) calendar days prior to conducting each Training activity
	Data Conversion and Migration Plan	Fifteen (15) calendar days prior to completion of Analysis and Design activity
	Business Continuity Plan	Fifteen (15) calendar days prior to completion of Analysis and Design activity
	Quality Assurance and Testing Plans	Fifteen (15) calendar days prior to completion of Analysis and Design activity
	Implementation Rollout Plan	Fifteen (15) calendar days prior to completion of Analysis and Design activity
	Information Security Plan	Fifteen (15) calendar days prior to commencing work on Analysis and Design activities and reviewed and updated on an annual basis, when new risks are identified or known risks change and in conjunction with technical or business changes to the system.
	Plan of Action and Milestones (POAM)	Fifteen (15) calendar days prior to completion of Analysis and Design activity and updated as needed. Plan to be reviewed as often as weekly during pre-production, and as often as monthly once in production.
	Transition Plan (for transitioning to operational support)	Fifteen (15) calendar days prior to completion of Implementation activity
Analysis and Design	Deliverable Expectation Documents (DED) for Analysis and Design deliverables	Prior to commencing work on the development of each specific deliverable
	Gap Analysis Results	Fifteen (15) calendar days prior to completion of Analysis and Design activity
	Technical Solution Architecture	Fifteen (15) calendar days prior to completion of Analysis and Design activity
	Technical Specifications & Solution Design	Fifteen (15) calendar days prior to completion of Analysis and Design activity
	Requirements Traceability Matrix	Fifteen (15) calendar days prior to completion of Analysis and Design activity and maintained throughout project lifecycle
	User Acceptance Testing (UAT) Descriptions	Fifteen (15) calendar days prior to completion of Analysis and Design activity
	Back up and Recovery Routines for System and Data	Fifteen (15) calendar days prior to completion of Analysis and Design activity
Implementation, Training, Hosting & Security For each phased implementation rollout	Deliverable Expectation Documents (DED) for Implementation deliverables	Prior to commencing work on the development of each specific deliverable
	Test results for each type of test defined in the Quality Assurance and Testing Plans	At the completion of each round of testing
	Data Migration Results	Due by close of business each Friday during Data Migration activities

Activity	Deliverables	Timeline
	Implementation Rollout Report	Within fifteen (15) calendar days of the successful completion of all of the steps and activities outlined in the Implementation Rollout Plan
	Training Materials	Fifteen (15) calendar days prior to training
	User Manuals <ul style="list-style-type: none"> • Internal Stakeholder users • External Stakeholder users • Admin Manual for Business System Admin 	Fifteen (15) calendar days prior to training
	DOH System Security Plan Critical Control Attestation Form	Within fifteen (15) calendar days prior to any Department data being added to any Contractor environment
	Preliminary Security Assessment Results	Within fifteen (15) calendar days of the completion of vulnerability scanning
	Annual Security Assessment Results	Within fifteen (15) calendar days of the completion of each annual security assessment
	Vulnerability Scanning Results	Within fifteen (15) calendar days of the completion of each round of vulnerability scanning
	NYS Security Policies and Standards Attestation	Within 60 (sixty) calendar days of contract execution by OSC
	Annual Disaster Recovery Testing Results	Within fifteen (15) calendar days of each annual test
Transition to Operations	Deliverable Expectation Document (DED) for Transition deliverables	Prior to commencing work on the development of each specific deliverable
	Transition Report	Within fifteen (15) calendar days after completion of all activities outlined in the Transition Plan
Post-Implementation and Warranty	Deliverable Expectation Document (DED) for Post-Implementation deliverables	Prior to commencing work on the development of the specific deliverable
	Defect Tracking and Resolution Report	Due by close of business each Friday during Post-Implementation activities
	Monthly Operational Status Reports	Due during Post-Implementation activities
	Release Notes	Fifteen (15) calendar days prior to the release
	Data Export	Upon request and end of contract

4.2.1 Project Planning and Management

Project management is defined as the communication mechanisms, controls, tasks, and procedures that the Contractor will use to manage all the tasks identified in this solicitation. It is the discipline that employs the Contractor’s knowledge, skills, and abilities to achieve project goals.

Using a structured project management methodology, the Contractor shall provide management, including but not limited to work planning, issue tracking and escalation, monitoring project execution, and status reporting of the contractor’s tasks and deliverables. The Contractor’s project management approach shall include, but not be limited to, the following:

- Daily project planning and project management
- An established escalation plan for resolving project issues
- Ongoing identification, assessment, and prioritization of risks
- Facilitation of the timely meeting of project milestones

- An established method of reporting project status, including both periodic and as-requested reports

Within ten (10) business days of notification from the Department of the award selection, the Contractor shall provide an Initial Startup Plan, detailing all activities to be undertaken during the first sixty (60) days of the project, to the Department for review and approval. Within sixty (60) calendar days after contract execution by OSC the Contractor must deliver project management plans and a detailed work schedule for executing and monitoring the eight-year project, called the Eight-Year Project Plan. The Contractor shall satisfy the project planning and management requirements specified in Table 3 - Project Planning and Management Requirements.

Table 3 - Project Planning and Management Requirements

ID	Requirement
1	General Project Management Requirements
2	The Contractor shall work closely with the Department to develop and maintain ITS and Department-required project management documents whenever requested.
3	The Contractor shall be responsible for managing all contractor staff, including subcontractors, while managing the successful implementation of the solution and services.
4	The Contractor shall conduct a Project Kickoff/Initial Working Session, in-person, at the CACFP (Albany, NY) within ten (10) business days of contract execution by OSC. The session shall not exceed two (2) days in length and the Contractor shall include all key staff members as described herein.
5	The Contractor shall make two (2) key staff members available for an in-person meeting with the Department or to work on-site up to six (6) times annually through implementation of the solution, and up to three (3) times annually during maintenance and support, when given ten (10) business days' notice.
6	The Contractor's project manager shall provide and/or contribute to meeting agendas at least one (1) business day in advance of any and all project meetings using the template format provided or approved by the Department.
7	The Contractor's project manager shall be responsible for delivering, within three (3) business days, meeting minutes to include documentation of all resulting decisions, action items, and identified risks and issues.
8	The Contractor shall provide an organizational chart, due within ten (10) business days of written notification from the Department of the award selection, indicating lines of authority for personnel involved in the performance of this contract and their relationships to other programs or functions of the firm. This organizational chart shall also show lines of authority to the next senior level of management and indicate who within the firm will have prime responsibility and final authority for the work. The Contractor shall provide the Department an updated organizational chart, within two (2) business days, each time a change becomes effective.
9	The Contractor shall designate in the Staffing Plan a single point of contact who will be available to the Department, if the project manager is temporarily unavailable.
10	Project Execution, Monitoring, and Reporting
11	The Contractor's project manager shall monitor the project workplan/schedule and notify the Department and any subcontractors if any unexpected changes need to be made to the schedule.
12	The Project Schedule shall be baselined so that variance from the baseline may be reviewed and approved.
13	The Contractor shall document and manage project risks, issues, decisions, and action items as directed and consistent with the New York State Project Management Guidebook .
14	The Contractor's project manager shall confer with the Department as necessary to assess impact and likelihood of identified risks and appropriate risk-management strategies.
15	The Contractor shall prepare and submit written weekly status reports due by close of business each Friday, that include accomplishments, work to be completed for the upcoming week, issues that need to be resolved, newly identified risks, and any changes to the workplan.
16	The Contractor's staff shall attend weekly NYS Project Status meetings remotely with Department staff.

ID	Requirement
17	Project Planning
18	Initial Startup Plan
19	Within ten (10) business days of notification from the Department of the award selection, the Contractor shall provide an Initial Startup Plan covering all activities to be undertaken during the first sixty (60) calendar days of the project, to the Department for review and approval. This plan forms the basis for the next deliverable, the Eight-Year Project Plan, and also provides the Department with information about what is happening during the first sixty (60) days.
20	The Initial Startup Plan must include all deliverables due at the end of the first sixty (60) calendar days of the project, including start dates, completion dates, estimated hours to complete, dependencies, Contractor and the Department resources assigned, and project milestones. This will also include milestones and key tasks that will require interaction with Department staff.
21	The Contractor shall review and make necessary changes to the Initial Startup Plan weekly during the first sixty (60) calendar days of the project. Such revisions are due to the Department the first business day after the close of the week.
22	Eight-Year Project Plan
23	<p>During the first sixty (60) calendar days of contract execution by the Office of the State Comptroller (OSC), the Contractor shall develop a complete Eight-Year Project Plan, including all activities necessary to successfully deliver all project deliverables. The Eight-Year Project Plan shall include the following plans:</p> <ul style="list-style-type: none"> • Project Schedule • Staffing Plan • Quality Management Plan • Risk Management Plan • Change Management Plan • Issue Management Plan • Communication Plan • End of Contract Transition Plan <p>The Eight-Year Project Plan shall be submitted to the Department for approval within the first 60 days after contract execution by OSC. Rejected plans must be revised and resubmitted within ten (10) business days and until they meet the satisfaction of the Department. If, after three (3) attempts, an approved Eight-Year Project Plan cannot be reached, the Department reserves the right to terminate the contract.</p>
24	<p>The Eight-Year Project Plan shall include, but will not be limited to, the following:</p> <ul style="list-style-type: none"> • List of all project deliverables, including documentation delivery milestones • Detailed task descriptions • Time and labor hours necessary to complete each task • Projected dates for commencement of work and completion of work for each task • Resource loading and task ownership for both the Contractor and the Department (Responsibility Assignment Matrix) • Dependencies • Critical paths • Key project milestones • List of technical assumptions
25	The Eight-Year Project Plan shall be kept current and reviewed annually with the Department, and additionally as mutually agreed upon.
26	The Eight-Year Project Plan must include a project schedule that shall be in MS Project format (or with prior approval by the Department, another comparable project management software) and include the project timeline, all major milestones, and work breakdown structure.
27	The project schedule, due within sixty (60) calendar days of contract execution by OSC, shall define the sequencing of project activities, including durations and dependencies among activities.
28	Staffing Plan
29	The Staffing Plan, due within sixty (60) calendar days of contract execution by OSC, shall describe how the Contractor plans to utilize the key staff members and how additional staffing will be utilized to meet the obligations of this engagement as described in this RFP.

30	The Staffing Plan shall identify resources assigned to each of the project activities, including detailed system monitoring and human resource plans (for both the Contractor and Department staff) to support go-live (beginning on day zero) and indicate the degree to which it is anticipated that staff will be located on site at the Department's offices and off site.
ID	Requirement
31	The Staffing Plan shall include a staffing schedule for the entire project.
32	Quality Management Plan
33	The Quality Management Plan, due within sixty (60) calendar days of contract execution by OSC, shall document the quality standards and service-level objectives of the project.
34	The Quality Management Plan shall document all quality planning, quality assurance, quality control, and quality improvement activities to be implemented during the lifecycle of the project.
35	The contractor shall review and update the Quality Management Plan in conjunction with significant changes to the system as directed by the Department.
36	Risk Management Plan
37	The Risk Management Plan, due within sixty (60) calendar days of contract execution by OSC, shall include the methodology/approach to identify, assess, and prioritize project risks, including impact and likelihood of occurrence.
38	The Risk Management Plan shall describe the methodology/approach for documenting project risks, their impacts, and the actions to be taken to avoid, mitigate, or accept each risk and include a process for transitioning unmitigated risks to issues.
39	The Risk Management Plan shall define the frequency of risk management activities and status reporting.
40	Change Management Plan
41	The Change Management Plan, due within sixty (60) calendar days of contract execution by OSC, shall describe the process for making any adjustment to any aspect of the Eight-Year Project Plan or to any already approved deliverable(s). This includes anything formally documented in the Eight-Year Project Plan, or any deliverable produced during the course of the project.
42	The Change Management Plan shall include: <ul style="list-style-type: none"> • Identification of who is authorized to request a change • Identification of who is responsible for analyzing the request's impact on the project cost, scope, schedule, quality, and security • Identification of who has authority to approve the request • The following statement: "NYS will approve, request modifications or reject the change request within 14 business days of submission" • Process the Contractor will follow if no timely decision on approval, modification or rejection of the change request is made • Process for tracking, prioritizing, and assigning approved changes • Process for determining the need for and updating security and system documentation
43	Issue Management Plan
44	Issue management involves capturing, reporting, escalating, tracking, and resolving problems that occur as a project progresses. The Issue Management Plan, due within sixty (60) calendar days of contract execution by OSC, at a minimum, shall include: <ul style="list-style-type: none"> • How issues will be captured and tracked • How issues will be prioritized • How issues will be assigned • How and when issues will be escalated for resolution • How issues will be assessed and remediated for project impact
45	Communication Plan
46	The Communications Plan, due within sixty (60) calendar days of contract execution by OSC, shall describe how communications will be managed on the project, including: <ul style="list-style-type: none"> • How project information will be collected and stored, and what procedures will be followed to disseminate the information • The distribution structure, specifically detailing what, how, and when information will flow to stakeholders • The method by which information will be accessed if it is needed between regularly scheduled communications
47	End of Contract Transition Plan

48	The Contractor shall develop an End of Contract Transition Plan within sixty (60) calendar days of contract execution by OSC.
49	The End of Contract Transition Plan shall include detail about how all files and proprietary and non-proprietary programming developed for the solution will be turned over to the Department or its designee, along with its complete and comprehensive documentation.

ID	Requirement
50	Additional Planning (see Table 2 - Deliverables)
51	<p>The Contractor shall conduct additional planning activities throughout the project lifecycle including, but not limited to:</p> <ul style="list-style-type: none"> • Training Plan • Data Conversion and Migration Plan • Business Continuity Plan • Quality Assurance and Testing Plans • Implementation Rollout Plan • Information Security Plan • Plan of Action and Milestones (POAM) • Transition Plan (for transitioning to operational support)
52	Training Plan
53	The Contractor shall deliver to the Department thirty (30) calendar days prior to conducting any training activities a Training Plan describing its strategy and approach to addressing all aspects of training.
54	<p>The Training Plan shall specify:</p> <ul style="list-style-type: none"> • Approach to training all users, trainers, and business system administrators • Descriptions of course curriculum, training processes, web-based training content, and training material outline(s), including reference materials • Training schedules (for internal end user, train-the-trainer, super-user and business system administrator training) and locations • Process to ensure the training was effective and how any remedial training will be addressed
55	<p>The Training Plan shall specify the Contractor's approach to enable the Department staff to:</p> <ul style="list-style-type: none"> • Add, maintain, or modify reports • Perform business administration, maintenance, and configuration
56	Data Conversion and Migration Plan (see CIPS Current State, Attachments D-J, for current data fields and tables)
57	<p>The Contractor shall deliver to the Department fifteen (15) calendar days prior to completion of Analysis and Design activity, a detailed Data Conversion and Migration Plan. The plan shall include:</p> <ul style="list-style-type: none"> • Identification of all data sources • How the data will be extracted from the legacy systems • How the data will be converted to the new structure • How the data will be loaded to the new system • How data verification will be performed, including how errors and anomalies in the conversion process will be addressed by the Contractor • Roles and responsibilities of Contractor and Department staff for the conversion process
58	<p>The Data Conversion and Migration Plan shall also include:</p> <ul style="list-style-type: none"> • Data mapping (legacy data elements to new data elements) • Input and output record layouts • Location of source and target data • File/table sizing information • File/table volume information • Data conversion schedule • Quality assurance and testing methodology/approach • Data validation plans
59	Business Continuity Plan
60	The Contractor shall develop a Business Continuity Plan, due fifteen (15) calendar days prior to completion of Analysis and Design activity, documenting backup, contingency, and disaster recovery procedures. The Contractor shall validate the Business Continuity Plan annually as required by the Department.
61	The Contractor shall document in the Business Continuity Plan contingency procedures to achieve a Disaster Recovery (DR) target of less than 24 hours and maintain essential business functions for at least two (2) weeks in the event of a system outage, including disaster recovery procedures to restore all business functions to normal following system recovery.

ID	Requirement
62	Quality Assurance and Testing Plans
63	The Contractor shall develop a Quality Assurance Plan to deliver to the Department fifteen (15) calendar days prior to completion of Analysis and Design activity. The Quality Assurance plan shall include a defect reporting and resolution methodology that clearly defines how defects will be tracked, reported, and resolved.
64	<p>The Contractor will develop a Testing Plan for review and approval by the Department fifteen (15) calendar days prior to completion of Analysis and Design activity. The Testing Plan shall be comprehensive and describe all testing activities, including but not limited to:</p> <ul style="list-style-type: none"> • Unit testing • Functional testing • System testing (including end-to-end) • Integration testing • Security testing • Performance testing • Load testing • Regression testing • Usability testing • Accessibility testing • Cross browser testing • Batch testing • Backup testing • Disaster recovery testing • Contingency testing • User acceptance testing (UAT) • Roles and responsibilities
65	Implementation Rollout Plan
66	The Contractor shall document an Implementation Rollout Plan describing the approach for providing the smooth continuity of the CACFP operations and customer support during transition from the old to the new environment. The Contractor will submit the plan for the Department's review and approval fifteen (15) calendar days prior to completion of Analysis and Design activity.
67	<p>The Implementation Rollout Plan shall:</p> <ul style="list-style-type: none"> • Specify the deployment plan, strategy, schedule, and roles and responsibilities for implementing the transition from the legacy systems to the new environment • Specify the legacy retirement plan for applications and/or modules as they become phased out • Define all elements of each implementation rollout • Describe the relationships among those rollouts in terms of schedule and deliverables • Include an implementation checklist and risks, including mitigation steps • Address the Department's business priorities and include the high-level business functions that will be included in each functional rollout • Include legacy system dependencies • Include temporary integration requirements that may be necessary to bridge the legacy and new solution during the phased rollout • Include a transition management plan and • Define roles and responsibilities
68	Information Security Plan
69	The Contractor shall develop an Information Security Plan. The Contractor will submit the plan to the Department for review and approval fifteen (15) calendar days prior to commencing work on Analysis and Design activities. The Information Security Plan will also need to be reviewed and/or updated on an annual basis, when new risks are identified or known risks change, and in conjunction with technical changes to the system.
70	The Information Security Plan shall contain the security activities identified in NYS-S13- 001 Secure System Development Life Cycle Standard .
71	The Contractor shall document or reference in the Information Security Plan all data stored, processed, created or transmitted in each environment, including all copies and backups.

ID	Requirement
72	The Contractor must document in the Information Security Plan a plan for system disposal that complies with the NYS-S13-003 Sanitation/Secure Disposal Standard .
73	Plan of Action and Milestones (POAM)
74	The Contractor shall develop the Plan of Action and Milestones (POAM), to track and review risk mitigation activities during the System Development Life Cycle (SDLC). The Contractor will submit the plan to the Department for review and approval fifteen (15) calendar days prior to completion of Analysis and Design activity and update as needed. The plan is to be reviewed as often as weekly during pre-production, and as often as monthly once in production.
75	The POAM shall include, at a minimum, mitigation to, security risk assessments, vulnerability scans, penetration tests, security control assessments, and compliance validations.
76	Transition Plan (for transitioning to operational support)
77	The Contractor shall develop a plan to provide operational support and maintenance services. The Contractor will submit the plan for the Department's review and approval fifteen (15) calendar days prior to completion of Implementation activity.
78	The Transition Plan shall describe the methodology/approach for managing the smooth continuity of business operations and customer support during the cutover and post-implementation period.
79	The Transition Plan shall include: <ul style="list-style-type: none"> • The approach for preparing NYS staff for the changes • Identified risks as well as mitigation steps • Roles and responsibilities, including Contractor and Department staff during the transition period • The dependencies in terms of schedule and deliverables • Procedures to ensure that all required data has been loaded correctly • Criteria used to ensure that the solution is functioning correctly • Service level agreements, system account creation and management, governance levels, password assistance, role assignment, incident and problem resolution, change management processes, and change implementation processes

4.2.2 Analysis and Design

The Contractor must deliver a solution that meets the functional and nonfunctional requirements for the CACFP, as outlined in Attachment 15 - Functional and Nonfunctional Solution Requirements. The Contractor is expected to hold joint application development (JAD) sessions with Department staff to compare the functional and nonfunctional solution requirements to the Contractor's COTS product. The Contractor's proposed system modifications, or customizations necessary to address the gaps, shall be reviewed and approved by Department.

The Contractor shall satisfy all analysis and design requirements as specified in Table 4 - Analysis and Design Requirements below.

Table 4 - Analysis and Design Requirements

ID	Requirement
80	Gap Analysis
81	The Contractor shall deliver a solution that meets all functional and nonfunctional solution requirements as defined in Attachment 15 - Functional and Nonfunctional Solution Requirements.
82	The Contractor shall conduct Joint Application Development (JAD) sessions with Department staff to confirm a common understanding of how to incorporate the requirements into the solution design.
83	The Contractor shall compare the CACFP functional and nonfunctional solution requirements as defined in Attachment 15 to their COTS product and conduct a gap analysis.
84	The Contractor shall propose and document system modifications, or customizations necessary to address the gaps. The gap analysis results are due fifteen (15) calendar days prior to completion of Analysis and Design activity.

ID	Requirement
85	The Contractor's proposed system modifications, or customizations necessary to address the gaps, shall be reviewed and approved by the Department.

86	<i>Technical Solution Architecture</i>
87	The Contractor shall define and document the technical solution architecture in terms of hardware, software, tools, and peripherals; the logical distribution and interrelations of system components and processes across the technical architecture. The technical solution architecture is due fifteen (15) calendar days prior to completion of Analysis and Design activity.
88	<p>The Contractor shall provide the following environments in addition to the production environment:</p> <ul style="list-style-type: none"> • Testing – Web and database environment to support system configuration user acceptance testing • Staging – Web and database environment that is a copy of production refreshed nightly and used to triage reported system issues • Training – Web and database environment that is a copy of production with masked personal identifiable information used for training • Reporting – Database environment that is a copy of production refreshed nightly and used to support ad-hoc reporting • Disaster Recovery– Web and database environment to be used as a hot site <p>All environments (with the exception of Training) have the same security requirements as the Production environment due to the data content.</p>
89	<i>Technical Specifications and Solution Design</i>
90	<p>The Contractor shall document technical specifications, including:</p> <ul style="list-style-type: none"> • Anticipated data usage and volume estimates • Data needs of each system environment • System performance expectations • End-user devices and requirements • Connectivity requirements • Network system configuration
91	The Contractor shall conduct analysis to translate the business and solution requirements into technical specifications to enable building and testing the system.
92	The technical specifications shall specify functional, nonfunctional, security, interface, and data requirements in sufficient detail to provide criteria for design verification. The technical specifications are due fifteen (15) calendar days prior to completion of Analysis and Design activity.
93	The Contractor shall develop mockup screens and prototype system components to demonstrate the applicability and feasibility of the proposed technical components of the system.
94	The Contractor shall ensure preliminary vulnerability scans and threat and risk assessments are conducted, and the results are documented. The preliminary security assessment results are due within fifteen (15) calendar days of the completion of vulnerability scanning.
95	The Contractor shall submit the solution design, to the Department for review and approval prior to commencing development work. The solution design is due fifteen (15) calendar days prior to completion of Analysis and Design activity.
96	The Contractor shall document file requirements for the bulk data upload capabilities, such as uploading claim or application data from POS systems.
97	<i>Requirements Traceability</i>
98	The Contractor shall develop and maintain the Requirements Traceability Matrix to provide bidirectional traceability between requirements and other development artifacts, such as test descriptions and results. The requirements traceability matrix is due fifteen (15) calendar days prior to completion of Analysis and Design activity and should be updated when needed.
99	<i>User Acceptance Testing Descriptions</i>
100	The Contractor shall develop detailed test description documents for each type of test identified in the Quality Assurance Plan. The test descriptions are due fifteen (15) calendar days prior to completion of Analysis and Design activity.

ID	Requirement
101	The test description documents shall be traced to requirements and include: <ul style="list-style-type: none"> • Test purpose • Test inputs (data needed to execute the tests) • Preconditions required prior to start of each test • Criteria for suspending and resuming testing • Expected test outcomes • Manual and automated test scripts • Retest activities

4.2.3 Implementation

Solution Implementation consists of all the activities required to build, install, migrate data, test, and validate the new system including the construction and integration of all components delivered under this RFP. Solution implementation also includes utilities required to prepare and load the data adequately.

The current CIPS contains approximately 4,800 sponsor records dating back to October 2007. The CACFP requires all sponsor records since October 2010 be migrated into the new solution.

Prior to installation, the Contractor must be able to migrate data into the system and make the system available to the CACFP users. The Contractor shall follow the Data Conversion and Migration Plan to data as outlined in Table 5 - Implementation Requirements. The Contractor shall ensure that the system is operational and implement training according to the Training Plan.

The Contractor shall perform a comprehensive test of the solution after the planned customizations and modifications have been implemented. The Contractor shall work with the Department to determine an agreed-upon strategy to test and verify that the overall solution works as intended. The Quality Assurance and Testing Plans should identify the approach to be used for performing all specified test activities. The Department expects that the Contractor's complete existing solution, as well as all of the customizations, will be thoroughly tested prior to rollout.

The Contractor shall ensure the detailed procedures, responsibilities, and schedule for executing the test strategy are documented in the Quality Assurance and Testing Plans. The Contractor shall also provide a complete set of test data that will be used for all test cycles in conjunction with data provided by the Department in a test environment. Test data must be able to be refreshed to a consistent starting state at any point in time so that testing is consistent and conditions repeatable. Where appropriate, the Contractor shall use automated tools for testing and defect tracking. The Contractor shall provide a test environment, for all phases of testing, that is accessible to all designated testers. This environment will be separate from the development, training, staging, reporting, disaster recovery, and production environments.

User acceptance testing is intended to assure the Department that the solution operates according to the approved design. User acceptance test (UAT) descriptions will be developed by the Contractor and approved by the Department prior to performing tests. Department and Contractor staff will perform all tests according to the previously agreed-upon and established test plan and the approved test descriptions.

The Contractor shall satisfy all Implementation requirements as specified in Table 5 - Implementation Requirements.

Table 5 - Implementation Requirements

ID	Requirement
102	<i>Data Conversion and Migration</i>
103	The Contractor shall produce a comprehensive data dictionary with definitions and mappings to the legacy data fields.
104	The Contractor shall test the conversion tools and processes on a representative subset of legacy data prior to performing conversion of the entire data extract and shall document the test results.
105	The Contractor shall convert and migrate: <ul style="list-style-type: none"> • CIPS Data - Approximately 40GB <ul style="list-style-type: none"> • Administrative Program Review Data - Most recent three years of data (SQL) • CACFP Application Data - All years of data beginning with October 2010 (SQL) • CACFP Claim and Accounting Data - All years of data beginning with October 2010 (SQL) • System Security Data - All years of user data beginning with October 2010 (SQL) • Breastfeeding Friendly Data - All data (Access) - Approximately 92,500KB • Eat Well Play Hard (EWPH) Data - All data (SQL/Access/Excel) - Approximately 330MB These systems and databases are defined in the CIPS Current State- Attachments D-J.
106	The Contractor shall convert data with no interruptions to the operational systems.
107	The Contractor shall execute the data conversion and migration plan and report on the results of the data migration process, including a listing of all anomalies organized by source system and mitigation plans for resolving anomalies. The data migration results are due by close of business each Friday during data migration activity.
108	The Contractor shall resolve anomalies identified during the data migration process as agreed upon with the Department.
109	The Contractor shall validate, in accordance with the data migration plan, that all migrated data has been correctly loaded to the new system.
110	<i>Build and Test</i>
111	The Contractor shall configure their solution and build the custom components in accordance with approved specifications.
112	The Contractor shall execute tests in accordance with the Quality Assurance and Testing Plans and test descriptions.
113	The Contractor shall deliver comprehensive test results documenting the successful completion of all testing activities, due at the completion of each round of testing.
114	The test results shall define test coverage and identify the: <ul style="list-style-type: none"> • Version of each software component tested • Individual tests that were performed • Detailed outcomes of each test
115	The Contractor shall maintain the Requirements Traceability Matrix to accuracy on an ongoing basis to reflect any decisions made regarding changes to the requirements as needs evolve during the course of the project. The updated Requirements Traceability Matrix shall be submitted to the Department for review and approval within fifteen (15) calendar days of a decision made.
116	The Contractor shall coordinate and support UAT activities in accordance with the Quality Assurance Plan and the UAT descriptions.
117	The Contractor shall document test progress in the weekly status reports and include: <ul style="list-style-type: none"> • Number of defects identified in testing • Types of defects found • Defect description, including its criticality level • Status of corrective actions
118	The Contractor shall deliver and implement a validated system in accordance with the approved Implementation Rollout Plan.
119	The Contractor shall provide system support for the duration of the implementation rollout.
120	The Contractor shall deliver an Implementation Roll Out report documenting completion of all planned rollout activities specified in the Implementation Rollout Plan. The report is due within fifteen (15) calendar days of the successful completion of all of the steps and activities outlined in the Implementation Rollout Plan.
121	The Contractor shall align system rollout with the beginning of a federal fiscal year. The federal fiscal year is October 1 through September 30.
122	The Contractor shall deliver an operational system and database in the production environment.

4.2.4 Training

The solution will be used on a daily basis by internal employees and external stakeholders. Appropriate training for users will be critical to facilitating the successful implementation and daily use of the system. Accordingly, as part of the implementation of the new system, the Contractor shall create a Training Plan, create training materials, and conduct role-based training. All training materials shall be approved by the Department prior to being used.

The Contractor shall satisfy all training requirements as specified in Table 6 - Training Requirements.

Table 6 - Training Requirements

ID	Requirement
123	The Contractor shall develop customized, role-based training materials for each user role. Role-based training materials shall include: <ul style="list-style-type: none"> • User manuals with screenshots • Frequently asked questions (FAQs) • Tips and key references for navigating the system
124	The Contractor shall submit to the Department all training materials in an editable, electronic format prescribed by the Department. The training materials are due fifteen (15) calendar days prior to training.
125	The end-user training materials shall be reusable so that the Department may train additional stakeholders, as necessary, for the life of the product.
126	During the maintenance and post implementation support period, the Contractor shall update impacted training material(s) whenever software changes, including customizations, affect the operation of the software.
127	The Contractor shall develop and submit to the Department user manuals fifteen (15) calendar days prior to training for: <ul style="list-style-type: none"> • Internal Department users • External stakeholders • Business system administrators
128	The user manuals shall be written using non-technical language and include descriptions and screenshots of: <ul style="list-style-type: none"> • Key features and/or functions of the solution • Field descriptions and valid values • Use of reporting tools and features
129	The user manuals for internal users and external users shall explain how the users operate the system and include sufficient detail so that all users can easily understand their role and how to use the system.
130	The user manual for business system administrators shall include but not be limited to the following: <ul style="list-style-type: none"> • Management of user accounts, roles, and security groups and resetting passwords • Trouble shooting guide for error and exception diagnosis and handling • Performing system maintenance and configuration (e.g., rates, deadlines, chart of accounts) • Maintaining lists for predefined, selectable drop-down lists and user-defined fields • Modifying business rules and field validations • Managing graphical representations of query/report results (e.g. dashboards, scorecards) • Adding and modifying document storage types • Monitoring and managing interfaces and data imports/exports
131	The user manuals shall be current and relative to the CACFP.
132	The Contractor shall develop and maintain the training database and web service for use by Department staff to conduct training sessions.
133	The Contractor shall refresh and mask data in the training environment for Department staff to conduct training sessions.

ID	Requirement
134	The Contractor shall be responsible for providing the following types of role-based training, in-person at the CACFP (Albany, NY): <ul style="list-style-type: none"> • Internal stakeholder end-user training, for up to thirty (30) Department staff • Training covering the external user roles, for up to thirty (30) Department staff • Business system administrator training, for up to ten (10) Department staff The Department will provide all classroom facilities for the role-based in-person classroom trainings at the CACFP in Albany NY.
135	The Contractor shall carry out role-based, in-person training on how to create parameter-driven reports.
136	The Contractor shall carry out role-based training, in-person at major rollout intervals as the solution becomes available.
137	The Contractor, in collaboration with the Department, shall manage the training program, report all activities, and schedule all activities.

4.2.5 Hosting and Security Services

The Contractor’s solution shall be hosted by the selected contractor – either in the cloud, at the contractor’s facility, or a combination of cloud and at the contractor’s facility. The Contractor shall satisfy the hosting and security requirements as specified in Table 7 - Hosting and Security Services Requirements.

Table 7 - Hosting and Security Services Requirements

ID	Requirement
138	The Contractor shall host the solution, either in the cloud, at the contractor’s facility, or a combination of cloud and at the contractor’s facility.
139	The Contractor shall comply with the specific terms and conditions specified in Attachment 8 Appendices A and F – DOH Agreement .
140	The Contractor will complete a DOH System Security Plan Critical Control Attestation Form for the Department to review and approve fifteen (15) calendar days prior to any Department data being added to any Contractor environment.
141	The Contractor shall complete vulnerability scans and threat and risk assessments with the cooperation of the Department, ITS, and Department-contracted vendors. The assessments must be conducted in response to changes in the system and operating environment. The security assessment results are due within fifteen (15) calendar days of the completion of each round of security assessment testing.
142	The Contractor shall be expected to subcontract with an industry-recognized security firm (agreeable to the Department and ITS) to subject the solution to an independent, third-party security controls assessment to verify that NIST Special Publication (SP) 800- 53 controls have been implemented within six (6) months of the NYS Security Policies and Standards Attestation being completed. The Contractor can provide evidence of HITRUST CSF Security Assessment certification in lieu of the third-party assessment.
143	The Contractor and its personnel shall comply with the NYS Information Security Policies and Standards , in the performance of this contract. The Contractor will complete the NYS Security Policies and Standards Attestation for the Department to review and approve within 60 (sixty) calendar days after contract execution by OSC.
144	The Contractor shall provide the Department backup and recovery routines for systems and data fifteen (15) calendar days prior to the completion of Analysis and Design activity.
145	The Contractor shall backup data nightly and retain backups for at least thirty (30) days at a secure, off-site location. Contractors shall test that backups can be restored, at least every six (6) months. The Contractor shall provide certification of back up recovery.
146	The Contractor shall conduct Disaster Recovery testing annually and report results to the Department within fifteen (15) calendar days of the completion of each annual test.

ID	Requirement
147	<p>The Contractor shall conduct vulnerability scanning before each release is installed into production, prior to implementing any code changes and annually thereafter per the NYS-S15-002 Vulnerability Scanning Standard. Scanning shall be conducted by the Contractor or a third party approved by the Department. Vulnerability testing tools/procedures must be approved by the Department. Scanning shall be performed in accordance with the NYS Vulnerability Scanning Standard, NYS-S014-008 Secure Configuration Standard, NYS-S13-002 Secure Coding Standard, NYS-P03-002 Information Security Policy, and include:</p> <ul style="list-style-type: none"> • Web Application Scans <ul style="list-style-type: none"> ○ Internal authenticated ○ External • Infrastructure Scans <ul style="list-style-type: none"> ○ Internal authenticated ○ External • Configuration Testing/Scans • Source Code Scanning • Penetration Testing
148	<p>The Contractor shall provide the results of the vulnerability scanning to the Department within fifteen (15) calendar days of the completion of each round of vulnerability scanning.</p>
149	<p>The Contractor shall take appropriate action, such as patching or updating the system, to address discovered vulnerabilities. For any discovered security risks or vulnerabilities, the Contractor shall update the Plan of Action and Milestones (POAM) to document the planned remedial actions to mitigate the vulnerabilities. The Contractor shall ensure that vulnerabilities are remediated according to the timelines established in the NYS-S15-002 Vulnerability Scanning Standard and the NYS-S15-001 ITS Patch Management Standard.</p>

4.2.6 Transition to Operations, Warranty, Support and Maintenance

4.2.6.1 Transition to Operations

The Contractor shall plan for and provide transition services to assist in the successful transition to the new solution. The Transition Plan shall describe the approach for successfully maintaining and managing continuity of business operations and customer support during the cutover and post-implementation periods.

Progress related to the execution of the Transition Plan will be continually monitored and shall be reported in the Contractor’s weekly status report. Such progress shall also be monitored and adjusted to minimize risk when the solution is fully transitioned. Within fifteen (15) calendar days of the successful completion of all of the steps and activities outlined in the Transition Plan, the Contractor shall provide a detailed Transition Report documenting these achievements. The Contractor shall perform solution upgrades through an established version control process.

4.2.6.2 Warranty

For two (2) years from the written approval from the Department notifying the Contractor that the program has been successful completed and the Department has received the final documentation and materials, the Contractor shall be responsible for correcting system problems and providing the system modifications required to correct the problems, at no additional cost, as needed to ensure the complete functionality as required by this RFP, Contract, statement of work, and the formal, signed project deliverables. **All system problems reported during the warranty period are included under this provision, even if their repair extends beyond the two (2) years.** The Contractor shall develop a weekly Defect Tracking and Resolution Report describing the criticality of each defect, as well as how and when the defects will be resolved.

4.2.6.3 Support and Maintenance Services

Support services are required to provide continued proper and effective use of the solution by Department stakeholders throughout the term of this agreement. Contractor support staff will be contacted by designated Department staff using a web-based format (problem tickets). The Contractor shall provide support from 7:00 am - 6:00 pm Eastern Time during Department business days, in accordance with the level 3 support services and Table 8 - Problem Severity. The Contractor shall provide monthly operational

status reports during post-implementation activities detailing the operation of the full production solution and details of any errors or problems detected.

The following are examples of expected support tier responsibilities:

Level 1 support – Designated Department staff members answer calls and provide triage for help requests. This includes ticket routing and escalation to Level 2 and Level 3 support. May provide basic support and troubleshooting (e.g., password resets).

Level 2 support – Designated Department staff members who are familiar with the business process and the system use. They will make the first attempt to assist end users with issues related to system navigation and functionality, or other business-related questions. Level 2 escalates to Level 3 for technical system support.

Level 3 support – Contractor support staff handle break/fix, configuration issues, troubleshooting, software and hardware issues, database administration and data maintenance, and repair for server, network, infrastructure, and other acute or chronic issues.

Designated Department staff will assign problem severity levels to tickets based on the definitions in the table below. The Contractor and the Department may mutually agree to adjust the assigned problem severity level on a ticket as needed.

Failure of the contractor to meet problem resolution timeframes may result in a penalty or a withholding that will range from \$1,000-\$5,000 per occurrence depending on the severity and impact as determined by the Department.

Table 8 - Problem Severity

Severity Level	Title	Description	Initial Response (maximum)¹	Problem Resolution
1	High	A system interruption that is affecting multiple stakeholder groups, no workaround exists.	30 minutes	Next business day
2	Medium	The Department is unable to perform business duties, no workaround is available.	2 hours	5 business days
3	Low	Multiple stakeholders experience problems; workaround exists.	4 hours	30 business days

4.2.6.4 System Change Management & Additional Services

System Change Management is the process whereby core system enhancements, as determined by the Department (or by the Contractor, with Department approval) are made. System Changes may include additional functions or requirements resulting from regulatory changes impacting the program. If the need for unanticipated work beyond what is described within this RFP arises, a System Change Request (SCR) will be initiated and result in a deliverable-based project that will be negotiated for the work, based upon an agreed-upon number of hours multiplied by the approved hourly rates provided in the Contractor's Cost Proposal.

The Department will initiate the request to modify the system. The Contractor shall respond, in writing, to the request submitted by the Department within five (5) days of receipt. Prior to the parties entering into a SCR, a reasonability determination will be performed by the Department. Such reasonability determination shall include the Department's review of the Contractor's required number of hours for the task, the titles of staff performing such tasks, and the rates for such tasks consistent with the Contractor's rates submitted in its Cost Proposal. Upon the parties' acceptance, in writing, of the terms of the SCR, and approval by the State Comptroller if required, the Contractor shall perform such SCR.

¹ Initial response from Contractor acknowledging problem/severity level to designated Department staff, includes Resolution Plan.

The SCR shall specify the:

- Work to be performed
- Acceptance criteria
- Job title(s) of the Contractor's staff member(s) who will be assigned to fulfill SCR
- Estimated number of hours to be worked by the Contractor's staff
- Total amount to be paid for each Contractor's staff member
- Total amount to be paid for the services performed

System Change Requests shall be performed at a rate schedule defined in Attachment 17 – Cost Proposal.

Table 9 - Transition to Operations, Warranty, Support and Maintenance Requirements

ID	Requirement
150	<i>Transition to Operations</i>
151	The Contractor shall complete cutover to the new system and commence full production operation.
152	The Contractor shall complete all transition activities specified in the Transition Plan and deliver a report documenting successful completion of all the transition activities within fifteen (15) calendar days of completion of all activities outlined in the Transition Plan.
153	<i>Warranty</i>
154	The Contractor shall develop a weekly Defect Tracking and Resolution Report describing the criticality of each defect, as well as how and when the defects will be resolved. The Defect Tracking and Resolution Report will be submitted to the Department by close of business each Friday during Post-Implementation activities.
155	The Contractor shall warranty the system and correct system defects and provide the system modifications required to correct the defects, at no additional cost, for two (2) years after successful completion of the rollout, even if their repair extends beyond the two years.
156	The Contractor shall not close a defect fix unless that fix has been approved by the Department and demonstrated to either: <ul style="list-style-type: none"> • Repair the functionality, performance, and usability of the application, or • Improve the functionality, performance, and usability of the application
157	Unless, for a particular defect, the Department has provided prior written approval for different response times, the Contractor shall, for each calendar month and for each defect severity level, respond to 100% of reported defects within the maximum response time during hours and days of coverage.
158	The Contractor shall assist in identifying the specific code defect giving rise to the Department's warranty rights.
159	<i>Support and Maintenance</i>
160	The Contractor shall provide monthly operational status reports during post-implementation activities detailing the operation of the full production solution, including: <ul style="list-style-type: none"> • Lists of problems • Results and actions taken to rectify any errors or problems detected • Future action steps needed to overcome potential problems or issues • Lists of maintenance/enhancements • Contractor's staff activities and time expended
161	The Contractor shall coordinate with Department staff and third-party software suppliers to provide notice and a description of product defects to such suppliers, including fulfilling requests to duplicate the error.
162	The Contractor shall work with Department staff and the third-party software supplier to work through the error to resolution.
163	The Contractor shall perform post-implementation tracking, reporting, and support of the resolution of such product defects, including testing hotfixes, providing feedback, uploading fixes to production, and any associated impacts to the Project Plan as part of project management activities.
164	The Contractor shall provide web-based services to support the CACFP, including: <ul style="list-style-type: none"> • Availability and use of product-trained technicians • Ticket response time standards (follow-up and resolution) • Ticket escalation and resolution model • Ticket status reporting of all inquiries received
165	The Contractor support services personnel shall provide answers to designated Department staff relating to problem resolution and assist with specific organization level reports and data-integration problem resolution.

ID	Requirement
166	The Contractor shall provide support from 7:00 am - 6:00 pm Eastern Time during Department business days, in accordance with the level 3 support services and Table 8 - Problem Severity.
167	The Contractor shall notify the Department thirty (30) days prior to all scheduled maintenance.
168	The Contractor shall notify the Department at least twenty-four (24) hours in advance or as soon as possible, of any unscheduled downtime or emergency fixes.
169	The Contractor shall notify the Department of planned changes to the production environment and provide the changes for Department acceptance prior to implementation.
170	The Contractor shall provide release notes for all updates to the operational solution fifteen (15) calendar days prior to the release.
171	The Contractor shall apply common code updates to the solution to maintain system operation.
172	The Contractor shall accommodate SCRs to update the solution to incorporate any applicable regulation changes.
173	The Contractor shall perform solution upgrades through an established version control process.
174	The Contractor shall provide additional services in accordance with the System Change Request process defined in Section 4.2.6.3 above and at the rates provided in the Cost Proposal.

4.2.7 End of Contract Transition

At the end of contract, the Contractor shall migrate contents of the solution to the Department, its designee, or a new contractor. Upon completion or termination of the contract, data security procedures to ensure confidentiality shall be taken to remove, delete, and destroy all databases, data files, backup data, archives, off-site stored data, and compressed/zipped data associated with the solution. Certification of the completion of these procedures must be provided prior to payment of last invoice or as requested by the Department.

An end of contract transition period of up to six (6) months will be implemented to ensure that this is accomplished in a smooth and efficient manner.

Table 10 - End of Contract Transition Requirements

ID	Requirement
175	<i>End of Contract Transition</i>
176	The Contractor shall, at the end of contract, migrate contents of the solution to the Department, its designee, or a new contractor.
177	The Contractor shall provide certification of the completion of data security procedures to remove, delete, and destroy all databases, data files, backup data, archives, off-site stored data, and compressed/zipped data associated with the solution ninety (90) calendar days prior to end of contract or as requested by the Department.
178	The Contractor shall provide a fully documented data export, in a format acceptable to the Department, for a potential data migration to a different system upon request and end of contract.

4.2.8 Project Deliverables

4.2.8.1 Deliverable Expectations Document (DED)

Prior to commencing work on a contract deliverable, the Contractor shall submit a DED for each deliverable to the Department for approval. The DED will set forth the scope and content (depth and breadth) of the deliverable. Each DED shall include the format, outline, and key content, including revision history, key figures, diagrams and tables, for the deliverable.

4.2.8.2 Deliverable Acceptance Process

The Contractor shall use Attachment A – Deliverable Acceptance Form to request written approval and acceptance of contract deliverables by the Department. Deliverables must meet contract requirements. There shall be no verbal acceptance or acceptance by default of a deliverable.

The Contractor shall satisfy the requirements specified in Table 11 - Requirements for the Management of Deliverables.

Table 11 - Requirements for the Management of Deliverables

ID	Requirement
179	<i>Management of Deliverables</i>
180	The Contractor shall provide a deliverable expectation document (DED) that outlines the expectations for each project deliverable.
181	The DED shall include the format, outline, and key content, including a revision history table, key figures, diagrams, and tables for each deliverable.
182	The Contractor shall provide the DED to the Department prior to commencing work on the deliverable. The purpose of the DED is to ensure that a common understanding exists between the Department and the Contractor regarding the scope and content (depth and breadth) of the deliverable.
183	The Contractor shall obtain Department approval of the DED prior to deliverable preparation.
184	The Contractor shall submit all deliverables electronically in their native, editable format, as specified in the DED for review and approval by the Department.
185	The Contractor shall certify, for each deliverable, that an internal quality review was conducted and that the deliverable is complete and accurate.
186	Deliverable documents shall be in accordance with the approved DED and consistent throughout, in style and quality.
187	When the Department requires deliverables to be revised, the Contractor shall clearly identify the revisions in the revised deliverable with a revision timeframe to be agreed upon by both parties.

4.3 Contractor and Staffing Requirements

The Contractor must possess the necessary experience and provide the necessary staff to perform all of the required tasks and produce all required deliverables as defined in the RFP. The Department shall have the absolute right to approve or disapprove the Contractor's, and any subcontractor's, key personnel assigned to this contract. The Department reserves the right to interview and approve the Contractor's personnel, reject any proposed staff member, and require the appointment of a satisfactory Contractor staff member, as well as to require verification of a proposed staff member's skills through demonstration and/or testing. The Department may also approve or disapprove any proposed changes in key personnel or require the removal and/or reassignment of any key Contractor employee or subcontractor personnel found unacceptable by the Department.

The Contractor must satisfy the project staffing and key personnel requirements specified in Table 12 - Project Staffing and Key Personnel Requirements.

Table 12 - Project Staffing and Key Personnel Requirements

ID	Requirement
188	<i>Project Staffing</i>
189	The key personnel assigned to the project shall not be replaced during the course of the project without the prior approval of the Department.
190	The Contractor shall notify the Department of any changes in key personnel at least ten (10) business days prior to the change, except in the case of immediate risk to the health and safety of project staff, or in the case of unlawful security breaches.
191	The Contractor shall, upon request, provide a resume of any members of its staff, or a subcontractor's staff, assigned to or proposed to be assigned to any part of this contract.
192	The Contractor shall assume full responsibility for the behavior of its employees and will remove any of its employees from the Department's premises at the request of the Department.
193	Any of the Contractor's staff working on-site shall complete the annual Department mandated trainings. The currently required training will take approximately 8 to 10 hours per staff member to complete. The Contractor will not be reimbursed for the time it takes for their staff time to complete these trainings.
194	The Department will retain the right to release outright, or request the replacement of, any Contractor representative who is working at an inferior level of performance, as determined by the Department. The Contractor will be given twenty-four (24) hours advance notice of this action. The Contractor shall provide an acceptable replacement within five (5) business days of notice of this release.

ID	Requirement
195	Key Personnel Roles
196	For purposes of this engagement, the following positions shall be designated as key personnel, and the responsibilities for each are defined as follows.
197	<p>Project Manager – The Project Manager shall be responsible for facilitating and managing the provision of services under the contract. The Project Manager shall have the overall responsibility for the successful initiation, planning, design, execution, monitoring, controlling, and delivering the contract deliverables. The Project Manager shall serve as the primary point of contact for the Department and shall be responsible for the project management activities set forth in this RFP. Responsibilities include:</p> <ul style="list-style-type: none"> • Reporting to and receiving direction from the Department • Directing the work of the team members • Managing the scope of the project to ensure successful completion of the contracted services and deliverables on schedule and within budget • Utilizing the project management methodology and the Department’s best practices • Creating and maintaining project documentation and performing the project management activities specified in the RFP • Monitoring the project schedule and notifying the Department and appropriate parties if any changes to the schedule arise • Ensuring that the team clearly understands the objectives of the project and that the resulting process and program meets all the business requirements • Maintaining the project schedule, including clearly identifiable deliverables and milestones
198	<p>Business Analyst Lead - The Business Analyst Lead shall be responsible for facilitating and managing the validation and refinement of the business requirements and business rules, and for the development of the functional specifications that will be used to facilitate system/software design and development. The Business Analyst Lead shall be responsible for the analysis activities set forth in this RFP. The Department will support and guide the analysis efforts, and all deliverables produced as part of the analysis phase of the engagement will be reviewed by the ITS Business Analyst team.</p>
199	<p>Development/Technical Lead – The Development/Technical Lead shall serve as the technical architect and/or development lead responsible for designing, documenting, and implementing the technical solution. The Development/Technical Lead ensures that solution requirements and deliverables are verified and validated at each testing phase and that the operational solution meets all system and security requirements.</p>
200	<p>Data Architect – The Data Architect shall be responsible for designing and implementing the system data architecture to meet all data and system requirements. The Data Architect develops complete database solutions by designing proposed system; defines database physical structure and functional capabilities, security, back-up, and recovery specifications; develops and executes data migration plans for data movement or data platform migration; and maintains database performance.</p>
201	Key Personnel Qualifications
202	<p>The Project Manager shall possess the following experience:</p> <ul style="list-style-type: none"> • A minimum of four (4) years of project management experience. A valid current Project Management Institute (PMI) Project Management Professional (PMP) certification may be substituted for one (1) year of experience.
203	<p>The Business Analyst Lead shall possess the following experience:</p> <ul style="list-style-type: none"> • A minimum of four (4) years of experience on a modernization project that included replacing a system with one that would be directly accessed by external users/stakeholders, revising business process and workflow, documenting business and system rules, and supporting the deployment to the new solution. • A business analysis professional designation, such as Certified Business Analysis Professional (CBAP) or PMI-PBA, is preferred but not required.
204	<p>The Development/Technical Lead shall possess the following experience:</p> <ul style="list-style-type: none"> • A minimum of four (4) years of experience in a development/technical lead role using nutrition program technologies. • A minimum of two (2) years of experience on modernization projects that included replacing legacy systems with one that would be directly accessed by external users/stakeholders and supported the transition to the new solution.

ID	Requirement
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205	<p>The Data Architect shall possess the following experience:</p> <ul style="list-style-type: none"> • A minimum of four (4) years of experience designing and maintaining relational data models. • A minimum of four (4) years of experience designing and maintaining extraction, transformation, and load (ETL) solutions • A minimum of two (2) years of experience delivering data migration and conversion solutions.
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5. ADMINISTRATIVE INFORMATION

The following administrative information shall apply to this RFP. Failure to comply fully with this information may result in disqualification of your proposal.

5.1 Restricted Period

“Restricted period” means the period of time commencing with the earliest written notice, advertisement, or solicitation of a Request for Proposals (“RFP”), Invitation for Bids (“IFB”), or solicitation of proposals, or any other method for soliciting a response from bidders intending to result in a procurement contract with the Department and ending with the final contract award and approval by the Department and, where applicable, final contract approval by the Office of the State Comptroller.

This prohibition applies to any oral, written, or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence this procurement. Violation of any of the requirements described in this section may be grounds for a determination that the bidder is non-responsible and, therefore, ineligible for this contract award. Two violations within four years of the rules against impermissible contacts during the “restricted period” may result in the violator being debarred from participating in Department procurements for a period of four years.

Pursuant to State Finance Law §§139-j and 139-k, the Department identifies a designated contact on the face page of this RFP to whom all communications attempting to influence this procurement must be made.

5.2 Questions

There will be an opportunity available for submission of written questions and requests for clarification with regard to this RFP. All questions and requests for clarification of this RFP should cite the particular RFP Section and paragraph number, where applicable, and must be submitted via email to cacfpfiscal@health.ny.gov. It is the bidder’s responsibility to ensure that the email 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 Section 1.0 (Calendar of Events). Questions received after the deadline may **not** be answered.

5.3 Right to Modify RFP

The Department reserves the right to modify any part of this RFP, including but not limited to the date and time by which proposals must be submitted and received by the Department, at any time prior to the Deadline for Submission of Proposals listed in Section 1.0 (Calendar of Events). Modifications to this RFP shall be made by issuance of amendments and/or addenda.

Prior to the Deadline for Submission of Proposals, any such clarifications or modifications as deemed necessary by the Department will be posted to the Department website.

If the bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the bidder shall immediately notify the Department of such error, in writing, at cacfpfiscal@health.ny.gov, and request clarification or modification of the document.

If, prior to the Deadline for Submission of Proposals, a bidder fails to notify the Department of a known error, or an error that reasonably should have been known, the bidder shall assume the risk of proposing. If awarded the contract, the bidder shall not be entitled to additional compensation by reason of the error or its correction.

5.4 Payment

The Contractor shall submit invoices and/or vouchers to the Department's designated payment office:
Preferred Method: Email a .pdf copy of your signed voucher to the Business Services Center (BSC) at:
AccountsPayable@ogs.ny.gov, with a subject field as follows:

Subject: **Unit ID: 3450274 Contract # To be Determined**

Alternate Method: Mail vouchers to the BSC at the following U.S. postal address:

**NYS Department of Health
Unit ID 3450274
c/o NYS OGS BSC Accounts Payable
Building 5, 5th Floor
1220 Washington Ave.
Albany, NY 12226-1900**

Payment for invoices and/or vouchers submitted by the Contractor shall only be rendered electronically, unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary Department procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website, at www.osc.state.ny.us/vendors/epayments.htm by email at epayments@osc.state.ny.us, or by telephone at 518-474-6019. Contractor acknowledges that it will not receive payment on any invoices and/or vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check, as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9 must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller
Bureau of Accounting Operations
Warrant & Payment Control Unit
110 State Street, 9th Floor
Albany, NY 12236

Payment of such invoices and/or vouchers by the Department shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be:

5.4.1 Payment Schedule

Payments will be based on the successful completion, submittal, and Departmental approval of the defined deliverables for each major project activity as detailed in Section 4.0 Scope of Work and Attachment 17 - Cost Proposal. The Department will be responsible for verifying each deliverable prior to payment.

Attachment 17 - Cost Proposal, captures the costs associated with this proposal. The SCHEDULE A summarizes the costs for all contractor activities during the contract period. The SCHEDULE B determines a pricing schedule for each project phase. The SCHEDULE C collects the fully loaded hourly rate for additional services that weren't identified in the RFP. The Contractor shall be paid as described below:

- Fixed Price Deliverable-based Payments - The Contractor shall be paid a percentage of the fixed price when the defined deliverable is completed, submitted, and approved.
- Post Implementation Support and Warranty Payments – Payments shall start after the Contractor

has successfully completed all transition to operations activities. The Contractor shall be paid a prorated amount each month, based on the fixed price submitted for each year of the 2-year warranty period. Monthly payments will equal 1/12 of the proposed fixed price for each 12-month period.

- Fixed Price Recurring and Nonrecurring Software and Hosting Services Payments - Payments shall start after the Contractor has successfully completed all transition to operations activities. The Contractor shall be paid each month, based on 1/12 of the fixed price submitted for each year of the software and hosting services through the end of the contract.
- Additional Services Labor Costs/System Change Requests (SCR)– The Contractor shall be paid for additional services based on the pricing submitted and the approved SCR. Payment will be made for each SCR upon completion, submittal and approval. SCR pricing will be based on the fully loaded rates provided on the Schedule C worksheet in Attachment 17 - Cost Proposal. Payment vouchers and associated invoices should include staff names, job titles, number of hours worked, SCR numbers, and specific tasks.

5.5 Minority and Woman-Owned Business Enterprise Requirements

Pursuant to New York State Executive Law Article 15-A, the New York State Department of Health (“the Department”) recognizes its obligation to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises and the employment of minority group members and women in the performance of Department contracts.

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" (“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 the Department establish goals for maximum feasible participation of New York State Certified minority and women-owned business enterprises (“MWBE”) and the employment of minority groups members and women in the performance of New York State contracts.

Business Participation Opportunities for MWBEs

For purposes of this solicitation, the Department hereby establishes an overall goal of **30%** for MWBE participation, **15%** for Minority-Owned Business Enterprise (“MBE”) participation and **15%** for Women-Owned Business Enterprise (“WBE”) participation (based on the current availability of qualified MBEs and WBEs and outreach efforts to certified MWBE firms). A contractor (“Contractor”) on the subject contract (“Contract”) must document good-faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract and Contractor agrees that the Department may withhold payment pending receipt of the required MWBE documentation. For guidance on how the Department will determine good-faith efforts, refer to 5 NYCRR §142.8.

The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com>. The directory is found in the upper right-hand side of the webpage under “Search for Certified Firms” and accessed by clicking on the link entitled “MWBE Directory.” Engaging with firms found in the directory with like product(s) and/or service(s) is strongly encouraged, and all communication efforts and responses should be well documented.

By submitting a bid, a bidder agrees to complete an MWBE Utilization Plan ([Attachment 5](#), Form #1) of this RFP. The Department will review the submitted MWBE Utilization Plan. If the plan is not accepted, the Department may issue a notice of deficiency. If a notice of deficiency is issued, the bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt. The Department may disqualify a bidder as being non-responsive under the following circumstances:

- a) If a bidder fails to submit a MWBE Utilization Plan;
- b) If a bidder fails to submit a written remedy to a notice of deficiency;
- c) If a bidder fails to submit a request for waiver (if applicable); or
- d) If the Department determines that the bidder has failed to document good-faith efforts;

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

The Contractor will be required to submit a Contractor's Quarterly MWBE Contractor Compliance & Payment Report to the Department, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

If the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding will constitute a breach of Contract and the 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 contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

New York State certified MWBEs may request that their firm's contact information be included on a list of MWBE firms interested in serving as a subcontractor for this procurement. The listing will be publicly posted on the Department's website for reference by the bidding community. A firm requesting inclusion on this list should send its contact information, and a copy of its NYS MWBE certification, to cacfpfiscal@health.ny.gov before the Deadline for Questions as specified in Section 1.0 (Calendar of Events). Nothing prohibits an MWBE vendor from proposing as a prime contractor.

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 Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.

5.6 Equal Employment Opportunity (EEO) Reporting

By submission of a bid in response to this solicitation, the Bidder agrees with all of the terms and conditions of [Attachment 8](#) Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. Additionally, the successful bidder will be required to certify they have an acceptable EEO (Equal Employment Opportunity) policy statement in accordance with Section III of Appendix M in [Attachment 8](#).

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

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, 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: (1) work, goods, or services unrelated to the Contract; or (2) employment outside New York State.

To ensure compliance with this Section, the bidder should submit with the bid or proposal an Equal Employment Opportunity Staffing Plan ([Attachment 5](#), Form #4) identifying the anticipated work force to be utilized on the Contract. Additionally, the bidder should submit a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement ([Attachment 5](#), Form # 5), to the Department with their bid or proposal.

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

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Taxation and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its subcontractors are required to register to collect state sales and compensating use tax and contractors must certify to the DTF that each affiliate and subcontractor exceeding such sales threshold is registered with the DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agencies, from approving a contract awarded to an offerer meeting the registration requirements but who is not so registered in accordance with the law.

The successful bidder must file a properly completed Form ST-220-CA with the Department and Form ST-220-TD with the DTF. These requirements must be met before a contract may take effect. Further information can be found at the New York State Department of Taxation and Finance's website, available through this link: <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>.

Forms are available through these links:

- ST-220 CA: http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf
- ST-220 TD: http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf

5.8 Contract Insurance Requirements

Prior to the start of work under this Contract, the CONTRACTOR shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of this Contract, insurance of the types and in the amounts set forth in [Attachment 8](#), the New York State Department of Health Contract, Section IV. Contract Insurance Requirements as well as below.

5.8.1 Professional Liability

The Contractor shall procure and maintain for the duration of the contract insurance against claims for damages to Department property which may arise from or in connection with the performance of the work carried out by the Contractor, or its subcontractors.

The Contractor shall maintain said insurance at the limit of \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

5.8.2 Data Breach and Privacy/Cyber Liability including Technology Errors and Omissions, etc.

The Contractor and any subcontractor retained by the Contractor shall carry and maintain applicable coverage during and for a period of two (2) years after termination of this contract, Data Breach and Privacy/Cyber Liability Insurance, including coverage for failure to protect confidential information and failure of the security of the Contractor's computer systems or the Department's Authorized Users' systems due to the actions of the Contractor which results in the unauthorized access to the Department's data.

The Contractor shall maintain said insurance at the limit of \$5,000,000 to provide coverage for damages arising from, but not limited to the following:

- Breach of duty to protect the security and confidentiality of nonpublic proprietary information;
- Personally identifiable nonpublic information (e.g., medical, financial, or personal in nature in electronic or non-electronic form);
- Privacy notification costs;
- Regulatory defense and penalties;
- Website media liability; and
- Cyber theft of the Department's property, including but not limited to money and securities.

If the policy is written on a claims made basis, the Contractor must submit to the Department an Endorsement providing proof that the policy provides for the purchase an Extended Reporting Period ("tail coverage") to provide coverage for no less than three (3) year after termination of the contract.

5.9 Subcontracting

Bidders may propose the use of a subcontractor. The Contractor shall obtain prior written approval from the Department before entering into an agreement for services to be provided by a subcontractor. The Contractor is solely responsible for assuring that the requirements of the RFP are met. All subcontracts shall contain provisions specifying that the work performed by the subcontractor must be in accordance with the terms of the prime contract, and that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the agreement between the Department and the Contractor. The Department reserves the right to request removal of any bidder's staff or subcontractor's staff if, in the Department's discretion, such staff is not performing in accordance with the Agreement. Subcontractors whose contracts are valued at or above \$100,000 will be required to submit the Vendor Responsibility Questionnaire upon selection of the prime contractor.

5.10 The Department's Reserved Rights

The Department reserves the right to:

1. Reject any or all proposals received in response to the RFP.
2. Withdraw the RFP at any time, at the agency's sole discretion.
3. Make an award under the RFP in whole or in part.
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP.
5. Seek clarifications and revisions of proposals.

6. Use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP.
7. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available.
8. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments
9. Change any of the scheduled dates.
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders.
11. Waive any requirements that are not material.
12. Negotiate with the successful bidder within the scope of the RFP in the best interests of the State
13. Conduct contract negotiations with the next responsible bidder, should the Department be unsuccessful in negotiating with the selected bidder.
14. Utilize any and all ideas submitted in the proposals received.
15. Every offer shall be firm and not revocable for a period of three hundred and sixty-five days from the bid opening, to the extent not inconsistent with section 2-205 of the uniform commercial code. Subsequent to such three hundred and sixty- five days, any offer is subject to withdrawal communicated in a writing signed by the offerer.
16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.

5.11 Freedom of Information Law ("FOIL")

All proposals may be disclosed or used by the Department to the extent permitted by law. The Department may disclose a proposal to any person for the purpose of assisting in evaluating the proposal or for any other lawful purpose. All proposals will become State agency records, which will be available to the public in accordance with the Freedom of Information Law. **Any portion of the proposal that a bidder believes constitutes proprietary information entitled to confidential handling, as an exception to the Freedom of Information Law, must be clearly and specifically designated in the proposal as directed in [Section 6.1 \(B\)](#) of the RFP.** If the Department agrees with the proprietary claim, the designated portion of the proposal will be withheld from public disclosure. Blanket assertions of proprietary material will not be accepted, and failure to specifically designate proprietary material may be deemed a waiver of any right to confidential handling of such material.

5.12 Lobbying

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005, made significant changes as it pertains to the development of procurement contracts with governmental entities. The changes:

1. Made the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;
2. Required the above-mentioned governmental entities to record all contacts made by lobbyists and contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;
3. Required governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;
4. Authorized the New York State Commission on Public Integrity (now New York State Joint Commission on Public Ethics) to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;

5. Directed the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;
6. Required the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment; (Bidders responding to this RFP should submit a completed and signed [Attachment 1](#), "Prior Non-Responsibility Determination".)
7. Increased the monetary threshold that triggers a lobbyist's obligations under the Lobbying Act from \$2,000 to \$5,000; and
8. Established the Advisory Council on Procurement Lobbying.

Subsequently, Chapter 14 of the Laws of 2007 amended the Lobbying Act of the Legislative Law, particularly as it related to specific aspects of procurements as follows: (1) prohibiting lobbyists from entering into retainer agreements on the outcome of government grant making or other agreement involving public funding; and (2) reporting lobbying efforts for grants, loans, and other disbursements of public funds over \$15,000.

The most notable, however, was the increased penalties provided under §20 of Chapter 14 of the Laws of 2007, which replaced old penalty provisions and added a suspension option for lobbyists engaged in repeated violations. Further amendments to the Lobbying Act were made in Chapter 4 of the Laws of 2010. Questions regarding the registration and operation of the Lobbying Act should be directed to the New York State Joint Commission on Public Ethics.

5.13 State Finance Law Consultant Disclosure Provisions

In accordance with New York State Finance Law Section 163(4)(g), State agencies must require all contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract.

The successful bidder for procurements involving consultant services must complete a "State Consultant Services Form A, Contractor's Planned Employment from Contract Start Date through End of Contract Term" in order to be eligible for a contract.

The successful winning bidder must also agree to complete a "State Consultant Services Form B, Contractor's Annual Employment Report" for each state fiscal year included in the resulting contract. This report must be submitted annually to the Department of Health, the Office of the State Comptroller, and the Department of Civil Service.

State Consultant Services Form A: Contractor's Planned Employment and Form B: Contractor's Annual Employment Report may be accessed electronically at:

<http://www.osc.state.ny.us/agencies/forms/ac3271s.doc> and
<http://www.osc.state.ny.us/agencies/forms/ac3272s.doc>.

5.14 Debriefing

Once an award has been made, bidders may request a debriefing of their proposal. Please note that the debriefing will be limited to only the strengths and weaknesses of the bidder's proposal and will not include any discussion of other proposals. Requests must be received no later than ten (10) business days from date of award or non-award announcement.

5.15 Protest Procedures

In the event that unsuccessful bidders wish to protest the award resulting from this RFP, bidders should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found in Chapter XI, §17 of the Guide to Financial Operations (GFO), available online at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>.

5.16 Iran Divestment Act

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

During the term of the Contract, should the Department receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the Department will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity that is in violation of the Act within 90 days after the determination of such violation, then the Department shall take such action as may be appropriate and provided for by law, rule, or contract, including but not limited to seeking compliance, recovering damages, or declaring the Contractor in default. The Department reserves the right to reject any bid, request for assignment, renewal, or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal, or extension of a contract and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

5.17 Piggybacking

New York State Finance Law, §163(10)(e) (see also <https://ogs.ny.gov/procurement/piggybacking-using-other-existing-contracts-0>) allows the Commissioner of the NYS Office of General Services to consent to the use of this contract by other New York State Agencies, and other authorized purchasers, subject to conditions and the Contractor’s consent.

5.18 Encouraging Use of New York Businesses in Contract Performance

Public procurements can drive and improve the State’s economic engine through promotion of the use of New York businesses by its contractors. New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the State and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services, or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés, or other supporting roles. All bidders should complete Attachment 6, Encouraging Use of New York Businesses in Contract Performance, to indicate their intent to use/not use New York Businesses in the performance of this contract.

5.19 Diversity Practices Questionnaire

Diversity practices are the efforts of contractors to include New York State -certified Minority and Women-owned Business Enterprises (“MWBES”) in their business practices. Diversity practices may include past, present, or future actions and policies, and include activities of contractors on contracts with private entities and governmental units other than the State of New York. Assessing the diversity practices of contractors enables contractors to engage in meaningful, capacity-building collaborations with MWBEs.

5.20 Participation Opportunities for NYS Certified Service-Disabled Veteran-Owned Businesses

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”), thereby further integrating such businesses into New York State’s economy. The Department recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of Department contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles. For purposes of this procurement, the Department conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>

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

5.21 Intellectual Property

Any work product created pursuant to this agreement and any subcontract shall become the sole and exclusive property of the Department, which shall have all rights of ownership and authorship in such work product.

5.22 Vendor Assurance of No Conflict of Interest or Detrimental Effect

All bidders responding to this solicitation should submit [Attachment 4](#) to attest that their performance of the services outlined in this RFP does not create a conflict of interest and that the bidder will not act in any manner that is detrimental to any other State project on which they are rendering services.

5.23 Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics. In accordance with Executive Order No. 177, the Offeror certifies that they do not have institutional policies or practices that fail to address those protected status under the Human Rights Law.

6. PROPOSAL CONTENT

The following includes the requested format and information to be provided by each bidder. Bidders responding to this RFP must satisfy all mandatory requirements stated in this RFP. All Bidders are requested to submit complete Administrative, Technical, and Cost proposals. A proposal that is incomplete in any material respect may be rejected.

To expedite review of the proposals, bidders are requested to submit proposals in separate Administrative, Technical, and Cost proposals, inclusive of all materials as summarized in Attachment 12 - Proposal Document Checklist. This separation of information will facilitate the review of the material requested. No information beyond that specifically requested is required, and bidders are requested to keep their submissions to the shortest length consistent with making a complete presentation of qualifications. Evaluations of the Administrative, Technical, and Cost Proposals received in response to this RFP will be conducted separately. Bidders are, therefore, cautioned not to include any Cost Proposal information in their Technical Proposal documents.

The Department will not be responsible for expenses incurred in preparing and submitting the Administrative, Technical, or Cost Proposals. Such costs should not be included in the Proposal.

6.1 Administrative Proposal

The Administrative Proposal should contain all items listed below. A proposal that is incomplete in any material respect may be eliminated from consideration. 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 RFP may be subject to verification for accuracy. Please provide the forms in the same order in which they are requested.

A. Bidder's Disclosure of Prior Non-Responsibility Determinations

Submit a completed and signed [Attachment 1](#), "Prior Non-Responsibility Determination".

B. Freedom of Information Law – Proposal Redactions

Bidders must clearly and specifically identify any portion of the proposal that a bidder believes constitutes proprietary information entitled to confidential handling as an exception to the Freedom of Information Law. See Section 5.11, (Freedom of Information Law).

C. Vendor Responsibility Questionnaire

Complete, certify, and file a New York State Vendor Responsibility Questionnaire. The Department recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions at https://www.osc.state.ny.us/vendrep/info_vrsystem.htm or go directly to the VendRep System online at <https://www.osc.state.ny.us/state-vendors/vendrep/vendrep-system>.

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

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website, www.osc.state.ny.us/vendrep, or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form. Bidder's should complete and submit the Vendor Responsibility Attestation, [Attachment 3](#).

D. Vendors Assurance of No Conflict of Interest or Detrimental Effect

Submit [Attachment 4](#), Vendor's Assurance of No Conflict of Interest or Detrimental Effect, which includes information regarding the bidder, members, shareholders, parents, affiliates or subcontractors. [Attachment 4](#) must be signed by an individual authorized to bind the bidder contractually.

E. M/WBE Forms

Submit completed Form #1 and/or Form #2, Form #4 and Form #5 as directed in [Attachment 5](#), "Guide to New York State DOH M/WBE RFP Required Forms."

F. Encouraging Use of New York Businesses in Contract Performance

Submit [Attachment 6](#), "Encouraging Use of New York State Businesses" in Contract Performance to indicate which New York Businesses you will use in the performance of the contract.

G. Bidder's Certified Statements

Submit [Attachment 7](#), "Bidder's Certified Statements", which includes information regarding the Bidder. [Attachment 7](#) must be signed by an individual authorized to bind the bidder contractually. Please indicate the title or position that the signer holds with the bidder. The Department reserves the right to reject a proposal that contains an incomplete or unsigned [Attachment 7](#) or no [Attachment 7](#).

H. References

Provide three (3) references using [Attachment 9](#) "References", of firms you provided services of comparable scale and scope as described in this RFP. Provide firm names, addresses, contact names, telephone numbers, and email addresses.

I. Diversity Practices Questionnaire

The Department has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of respondents of this procurement is practical, feasible, and appropriate. Accordingly, respondents to this procurement should include as part of their response to this procurement, [Attachment 10](#) "Diversity Practices Questionnaire". Responses will be formally evaluated and scored.

J. Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination

Submit [Attachment 11](#) certifying that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

K. New York State Security Policy and Standards Acknowledgement

Submit a completed and signed Attachment 19, "New York State Security Policy and Standards Acknowledgement".

6.2 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 RFP. The Technical Proposal should demonstrate the qualifications of the Bidder and of the staff to be assigned to provide services related to the services included in this RFP.

A Technical Proposal that is incomplete in any material respect may be eliminated from consideration. The following outlines the requested information to be provided, by bidders. 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 RFP will be subject to verification for accuracy.

While additional data may be presented, the following should be included. Please provide the information in the same order in which it is requested. Your proposal should contain sufficient information to assure the Department of its accuracy. Failure to follow these instructions may result in disqualification.

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

A. Title Page

Submit a Title Page providing the RFP subject and number; the bidder's name and address, the name, address, telephone number, and email address of the bidder's contact person; and the date of the proposal.

B. Table of Contents

The Table of Contents should clearly identify all material (by section and page number) included in the proposal.

C. Documentation of Bidder's Eligibility Responsive to Section 3.0 of RFP

Bidders must complete and submit Attachment 13 - Minimum Bidder Qualifications

D. Technical Proposal Content

Elements of the technical proposal are as follows:

D1. Corporate Background Experience

Complete and submit Attachment 16 - Technical Proposal Narrative

D2. Staffing Requirement and Qualifications

Complete and submit Attachment 14 - Key Personnel Forms and Attachment 18 – Initial Staffing Plan

D3. Proposed Approach Narrative

Complete and submit Attachment 16 - Technical Proposal Narrative

D4. Functional and Nonfunctional Solution Requirements

Complete and submit Attachment 15 - Functional and Nonfunctional Solution Requirements

6.3 Cost Proposal

Submit a completed and signed Attachment 17 - Cost Proposal. The Cost Proposal shall comply with the format and content requirements as detailed in this document and in Attachment 17. Failure to comply with the format and content requirements may result in disqualification.

The bid price is to cover the cost of furnishing all of the said services, including but not limited to materials, equipment, profit, and labor to the satisfaction of the Department and the performance of all work set forth in said specifications.

Note: The costs of providing the required functionality must be accounted for in the bidder's Cost Proposal. Change orders will not be used to pay for proposed modifications or customizations necessary to meet the functionality requirements established in the contract. The Cost Proposal should include ANY AND ALL one-time and recurring fees.

6.4 Bidder Presentations

Bidders susceptible to an award will be invited to a virtual presentation to the Technical Evaluation Committee to address the topics defined below. Each bidder who is susceptible to an award will be invited to present at the offices of the New York State Department of Health, Division of Nutrition. Bidders should be prepared to conduct their presentation within approximately two (2) to three (3) weeks after notification. Bidders will be responsible for all cost associated with their presentation.

Each invited bidder will have two (2) hours to address the following topics during their presentation:

- Illustrate and explain using a COTS product demonstration or a process flow diagram how you will approach design and development of system requirements; with special emphasis on a web-based review module, an obesity prevention module, process flow across solution modules, administrative functions, data integrations, and system security; as defined in Attachment 15 - Functional and Nonfunctional Solution Requirements. Where a COTS product demonstration is unavailable for a module/requirement a process flow diagram may be utilized for the presentation.
- Describe a prior design and implementation project that encountered problems and explain through use of a diagram how managerial processes were applied to successfully resolve them.
- Explain using a diagram how your practices and procedures for risk and change management will be implemented throughout the project lifecycle.
- Identify which of the project phases poses the greatest risk to meeting the schedule and illustrate diagrammatically how you will mitigate these risks.

All slides and other documents shown or distributed during the Bidder Presentation will be included in the contract award documents and will become the property of the Department. The presentation team should include the bidder’s personnel critical to the oversight of the project. The Department will not be responsible for expenses incurred in preparing or delivering the presentation. Such costs should not be included in the Proposal.

7. PROPOSAL SUBMISSION

A proposal consists of three distinct parts: (1) the Administrative Proposal, (2) the Technical Proposal, and (3) the Cost Proposal. The table below outlines the required format and volume for submission of each part. Proposals should be submitted in all formats as prescribed below.

	Electronic Submission	Paper Submission
Administrative Proposal	2 dedicated flash drives labeled “Administrative Proposal” containing a standard searchable PDF file with copy/read permissions only.	2 Originals 3 Copies
Technical Proposal	2 dedicated flash drives labeled “Technical Proposal” containing a standard searchable PDF file with copy/read permissions only.	2 Originals 7 Copies
Cost Proposal	2 dedicated flash drives labeled “Cost Proposal” containing standard searchable PDF file(s) with copy/read permissions only.	2 Originals 2 Copies

1. All hard copy proposal materials should be printed on 8.5” x 11” white paper (single-sided) and **have clearly numbered pages on the bottom of each page with appropriate header and footer information.** A type size of eleven (11) points or larger should be used. The Technical Proposal materials should be presented separate from the sealed Cost Proposal. The sealed Cost Proposal should be presented in separate three-ring binders.
2. Where signatures are required, the proposals designated as originals should have a handwritten signature and be signed in blue ink.

3. The Department discourages overly lengthy proposals. Therefore, marketing brochures, user manuals, or other materials beyond those sufficient to present a complete and effective proposal are not desired. Elaborate artwork or expensive paper is not necessary or desired. In order for the Department to evaluate proposals fairly and completely, proposals should follow the format described in this RFP to provide all requested information. The bidder should not repeat information in more than one section of the proposal. If information in one section of the proposal is relevant to a discussion in another section, the bidder should make specific reference to the other section rather than repeating the information.
4. Audio and/or videotapes are not allowed. Any submitted audio or videotapes will be ignored by the evaluation team.
5. In the event that a discrepancy is found between the electronic and hardcopy proposal, the original hardcopy will prevail.

The complete proposal must be received by the Department, no later than the Deadline for Submission of Proposals specified in Section 1.0 (Calendar of Events). Late bids will not be considered.

Proposals should be submitted in three (3) separate, clearly labeled packages: (1) Administrative Proposal; (2) Technical Proposal; and (3) Cost Proposal, prepared in accordance with the requirements stated in this RFP. Mark the outside envelope of each proposal as “RFP# 20007R (CACFP System Modernization) – (Administrative) (Technical) or (Cost) Proposal submitted by (bidder’s name).” The three sealed proposals may be combined into one mailing.

Proposals must be submitted, by U.S. Mail, by courier/delivery service (e.g., FedEx, UPS) or by hand as noted below, in a sealed package to:

Department of Health (RFP # 20007R)
Attention: Karen Trbovich, CACFP Security, Technology and Reporting Services
150 Broadway, Room 650
Albany, NY 12204

NOTE: You should request a receipt containing the time and date received and the signature of the receiver for all hand deliveries and ask that this information also be written on the package(s).

Submission of proposals in a manner other than as described in these instructions (e.g., fax, electronic transmission) will not be accepted.

7.1 No Bid Form

Bidders choosing not to bid are requested to complete the No-Bid form [Attachment 2](#).

8. METHOD OF AWARD

8.1 General Information

The Department 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 offerers” shall be selected for award [State Finance Law, Article 11, §163(1)(j)].

The Department at its sole discretion, will determine which proposal(s) best satisfies its requirements. The Department 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 RFP requirements (other than the Cost Proposal), will be weighted **60%** of a proposal's final score, and the information contained in the Cost Proposal will be weighted **30%** of a proposal's final score. Bidder Presentations will be weighted **10%** of the final score, as described in section 8.6 below.

Bidders may be requested by the Department to clarify the contents of their proposals. Other than to provide such information as may be requested by the Department, no bidder will be allowed to alter its proposal or add information after the Deadline for Submission of Proposals listed in Section 1.0 (Calendar of Events).

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.

8.2 Submission Review

The Department 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 6.0 (Proposal Content) and Section 7.0 (Proposal Submission), and include the proper documentation, including all documentation required for the Administrative Proposal, as stated in this RFP. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of the Department, may be rejected.

8.3 Technical Evaluation

The evaluation process will be conducted in a comprehensive and impartial manner. A Technical Evaluation Committee comprised of Department staff and Information Technology (ITS) staff will review and evaluate all proposals. Proposals will undergo a preliminary evaluation to verify Minimum Qualifications to Propose (Section 3.0).

The Technical Evaluation Committee members will independently score each Technical Proposal that meets the submission requirements of this RFP. The individual Committee Member scores will be averaged to calculate the Technical Score for each responsive bidder.

The technical evaluation is **60% (up to 60 points)** of the final score.

8.4 Cost Evaluation

The Cost Evaluation Committee will examine the Cost Proposal documents. The Cost Proposals will be opened and reviewed for responsiveness to cost requirements. If a Cost Proposal is found to be non-responsive, that proposal may not receive a cost score and may be eliminated from consideration.

The Cost Proposals will be scored based on a maximum cost score of 30 points. 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 Cost Proposal to the proposals offered at the lowest final cost, using this formula:

$$C = (A/B) * 30\%$$

A is Total price of lowest cost proposal

B is Total price of cost proposal being scored

C is the Cost score

The cost evaluation is **30% (up to 30 points)** of the final score.

8.5 Preliminary Composite Score

The preliminary composite score will be calculated by the Department by adding the written Technical Evaluation points and the Cost points awarded. Finalists (bidder's susceptible to an award) will be determined based upon preliminary composite scores.

8.6 Bidder Presentation Evaluation

Finalists, those bidders susceptible to award, will be eligible to provide an oral presentation. The Bidder Presentation will address the topics defined in Section 6.4 Bidder Presentations.

The Bidder's Presentation will be worth **10% (up to 10 points)** of the bidder's Final Composite Score. Bidders who are eligible to present and fail to present will be omitted from consideration.

8.7 Final Composite Score

The final composite score will be calculated by the Department by adding the Preliminary Composite score with the Bidder Presentation Score. The proposals will then be ranked based upon each Bidder's Final Composite Score. The highest scoring proposal will be eligible for an award.

8.8 Reference Checks

The Bidder should submit references using [Attachment 9](#) (References). At the discretion of the Evaluation Committee, references may be checked at any point during the process.

8.9 Best and Final Offers

The Department reserves the right to request best and final offers. In the event the Department exercises this right, all bidders that submitted a proposal that is susceptible to award 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 their best and final offer.

8.10 Award Recommendation

The Evaluation Committee will submit a recommendation for award to the Finalist(s) with the highest composite score(s) whose experience and qualifications have been verified.

The Department will notify the awarded bidder(s) and bidders not awarded. The awarded bidder(s) will enter into a written Agreement substantially in accordance with the terms of [Attachment 8](#), DOH Agreement, to provide the required services as specified in this RFP. The resultant contract shall not be binding until fully executed and approved by the New York State Office of the Attorney General and the Office of the State Comptroller.

ATTACHMENTS

The following attachments are included in this RFP and are available via hyperlink or can be found at: <https://www.health.ny.gov/funding/forms/>.

- Attachment 1 - [Bidder's Disclosure of Prior Non-Responsibility Determination](#)
- Attachment 2 - [No-Bid Form](#)
- Attachment 3 - [Vendor Responsibility Attestation](#)
- Attachment 4 - [Vendor Assurance of No Conflict of Interest or Detrimental Effect](#)
- Attachment 5 - [Guide to New York State DOH M/WBE Required Forms & Forms](#)
- Attachment 6 - [Encouraging Use of New York Businesses in Contract Performance](#)
- Attachment 7 - [Bidder's Certified Statements](#)
- Attachment 8 - [DOH Contract](#)
- Attachment 9 - [References](#)
- Attachment 10 - [Diversity Practices Questionnaire](#)
- Attachment 11 - [EO 177 Prohibiting Contracts with Entities that Support Discrimination](#)

The following attachments have been posted along with this RFP at <https://www.health.ny.gov/funding/>:

- Attachment 12 - Proposal Document Checklist
- Attachment 13 - Minimum Bidder Qualifications and Preferred Qualifications
- Attachment 14 - Key Personnel Forms
- Attachment 15 - Functional and Nonfunctional Solution Requirements
- Attachment 16 - Technical Proposal Narrative
- Attachment 17 - Cost Proposal
- Attachment 18 - Initial Staffing Plan
- Attachment 19 - New York State Security Policy and Standards Acknowledgement

The following attachments have been posted as a Bidder's Library along with this RFP at <https://www.health.ny.gov/funding/>:

- Attachment A - Deliverable Acceptance Form
- Attachment B - Required Reports
- Attachment C - Glossary
- Attachment D - CIPS Current State
- Attachment E - CIPS Current State - CACFP Systems and Data
- Attachment F - CIPS Current State - EWP/HCCS Data
- Attachment G - CIPS Current State - BFF Data
- Attachment H - CIPS Current State - SD Data
- Attachment I - CIPS Current State - Foodservice Vendor Contract Data
- Attachment J - CIPS Current State - CIPS Data