



Department of Health

Request for Proposals

RFP# 20040R

Uniform Assessment System for New York (UAS-NY) System Evolution and Technical Operations Services

Issued: August 24, 2021

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TABLE OF CONTENTS

(Hyperlinked; click to go directly to desired topic.)

TABLE OF CONTENTS 2

1.0 CALENDAR OF EVENTS 4

2.0 OVERVIEW..... 4

 2.1 Introductory Background 4

 2.2 Important Information..... 6

 2.3 Term of the Agreement..... 7

3.0 BIDDERS QUALIFICATIONS TO PROPOSE 7

 3.1 Minimum Qualifications 7

 3.2 Preferred Qualifications 7

4.0 SCOPE OF WORK..... 8

 4.1 Tasks/Deliverables..... 8

 4.1.1 Technical Operations 8

 4.1.2 Development..... 9

 4.1.3 Database Administration 10

 4.1.4 Provide Technical Support..... 11

 4.1.5 System Architecture 11

 4.1.6 Release Management..... 12

 4.1.7 Software Quality Assurance Requirements 13

 4.1.8 Defect Resolution Management and Reporting 13

 4.1.9 Continuous Customization of Learning Management System..... 14

 4.1.10 System Integration..... 14

 4.1.11 Application Security Requirements..... 14

 4.1.12 Vendor Remote Access..... 16

 4.1.13 Warranty..... 17

 4.1.14 Additional Vendor Responsibilities 17

 4.2 Staffing..... 17

 4.3 Deliverables/Reporting..... 19

 4.4 Information Technology 21

 4.5 Transition 21

5.0 ADMINISTRATIVE INFORMATION 22

 5.1 Restricted Period 22

 5.2 Questions 22

 5.3 Right to Modify RFP 22

 5.4 Payment..... 23

 5.5 Minority & Woman-Owned Business Enterprise Requirements..... 24

 5.6 Equal Employment Opportunity (EEO) Reporting..... 25

 5.7 Sales and Compensating Use Tax Certification (Tax Law, § 5-a)..... 26

 5.8 Contract Insurance Requirements 26

 5.9 Subcontracting 27

 5.10 DOH's Reserved Rights..... 27

 5.11 Freedom of Information Law ("FOIL") 27

 5.12 Lobbying 28

 5.13 State Finance Law Consultant Disclosure Provisions..... 28

 5.14 Debriefing..... 29

 5.15 Protest Procedures 29

 5.16 Iran Divestment Act..... 29

 5.17 Piggybacking..... 29

 5.18 Encouraging Use of New York Businesses in Contract Performance..... 29

 5.19 Diversity Practices Questionnaire..... 30

 5.20 Participation Opportunities for NYS Certified Service-Disabled Veteran-Owned Businesses 30

 5.21 Intellectual Property..... 30

 5.22 Vendor Assurance of No Conflict of Interest or Detrimental Effect..... 30

5.23	Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination.....	30
6.0	PROPOSAL CONTENT	31
6.1	Administrative Proposal	31
6.2	Technical Proposal.....	32
6.3	Cost Proposal	35
7.0	PROPOSAL SUBMISSION.....	35
7.1	No Bid Form.....	36
8.0	METHOD OF AWARD	36
8.1	General Information.....	36
8.2	Submission Review.....	36
8.3	Technical Evaluation	37
8.4	Cost Evaluation.....	37
8.5	Composite Score.....	37
8.6	Reference Checks	37
8.7	Best and Final Offers.....	37
8.8	Award Recommendation.....	37
	ATTACHMENTS	38
	ATTACHMENT A	39
	PROPOSAL DOCUMENT CHECKLIST.....	39
	ATTACHMENT B	1
	COST PROPOSAL	1

1.0 CALENDAR OF EVENTS

RFP #20040R – UNIFORM ASSESSMENT SYSTEM OF NEW YORK (UAS-NY) SYSTEM EVOLUTION AND TECHNICAL OPERATIONS SERVICES	
<u>EVENT</u>	<u>DATE</u>
Issuance of Request for Proposals	August 24, 2021
Deadline for Submission of Written Questions	Questions Due September 7 th , 2021 by 4:00 p.m. ET
Responses to Written Questions Posted by DOH	On or About September 27 th , 2021
Deadline for Submission of Proposals	Proposals Due On Or Before October 13 th by 4:00 p.m. ET
<i>Anticipated</i> Contract Start Date	February 1, 2023

2.0 OVERVIEW

Through this Request for Proposals (“RFP”), the New York State (“State”) Department of Health (“DOH”) is seeking competitive proposals from a software solutions vendor to maintain and implement the ongoing requirements of an electronic, uniform long-term care assessment of needs for Medicaid programs in New York State, hereby referred to as the Uniform Assessment System for New York (UAS-NY), 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

In March 2013, the Office of Health Insurance Programs (OHIP), Division of Long-Term Care (DLTC) began the implementation of the Uniform Assessment System for New York (UAS-NY). The UAS-NY is an electronic system based on a uniform data set, which standardizes and automates needs assessments for home and community-based programs in New York. The overall goal of the UAS-NY is to utilize a comprehensive assessment system for home and community-based long-term care services and programs. Programs and plans providing long-term care are required to collect, and report to, the DOH information on enrollees’ levels of functional and cognitive impairment, behaviors, and clinical diagnoses.

The UAS-NY is a secure, web-based software application housed in the NYSDOH’s Health Commerce System (HCS). The HCS supports the exchange of routine and emergency statewide health information by local health departments and health facilities, providers and practitioners. The UAS-NY contains electronic adult and pediatric assessments for individuals being served in a number of New York State programs under the oversight of various NYS Agencies including: The Department of Health (DOH), Office for People with Developmental Disabilities (OPWDD), Office of Mental Health (OMH), Office of Alcoholism and Substance Abuse Services (OASAS) and Office of Children and Family Services (OCFS).

In addition to the web-based application, there is the UAS-NY Offline Application, a separate installable Windows application, to be used when an assessment is being conducted at a location that does not have internet access. The offline application allows assessors to download selected customers to their laptop computer and collect assessments and screens in situations without Internet access using the same interfaces and tools as the online application. The process of conducting an assessment offline requires an initial internet connection to select and synchronize data that will be accessed offline. When internet connectivity is available, the assessor will again connect to the UAS-NY web-based system and synchronize the data.

The UAS-NY contains ten assessment instruments which enable an assessor to review multiple domains of function, health, social support, and service use. The UAS-NY assessment instruments, with the exception of The Child and Adolescent Needs and Strengths (CANS-NY) assessment instruments, are based on the interRAI suite of assessment instruments. InterRAI is a collaborative network of researchers in over 30 countries committed to improving health care for persons who are elderly, frail, or disabled. Their goal is to promote evidence-based clinical practice and policy decisions through the collection and interpretation of high-quality data. The interRAI organization and its assessment tools are used across the United States as well as in Canada and other countries. The CANS Assessment is based on the research of The John Praed Foundation. The CANS Assessment is a multi-purpose tool developed for children's services to aid in the decision making, including level of care (LOC) and service planning, to facilitate quality improvement initiatives and for the monitoring of outcomes of services. Using the UAS-NY tool facilitates access to programs and services, eliminates duplicative assessment data, and improves consistency in the assessment process. These assessments are accessible to organizations and users of specific "service domains" within the UAS-NY security construct.

Service domain is a term used to describe the segregation of data in the UAS-NY, in order to protect that data from being accessed (viewed/edited) by unauthorized organizations and users.

Service domains are implemented and enforced by authorization controls in the UAS-NY, some of which are in combination with HCS:

- Organization has registration in HCS
- User has account in HCS
- HCS organization registration has been approved/authorized by UAS for access to the data (i.e. "service domain")
- User has been assigned a role by a UAS-authorized HCS organization
 - The UAS role permits specific view/edit rights in the application as defined by business rules
- User has attested on behalf of the organization that they have legitimate business purpose for accessing consumer data
- User has affirmed their organization has received the consumer's consent to access their data in the UAS

The ten assessment instruments in the UAS-NY are listed below:

<input type="checkbox"/> CANS-NY 0-5	—	children ages birth-5
<input type="checkbox"/> CANS-NY 6-21	—	children/youth ages 6-21
<input type="checkbox"/> Community Health Assessment	—	adults over the age of 18
<input type="checkbox"/> Pediatric 0-3	—	children ages birth-3
<input type="checkbox"/> Pediatric 4-17	—	children/youth ages 4-17
<input type="checkbox"/> CAS OPWDD	—	one instrument across all age groups
<input type="checkbox"/> Community Mental Health Assessment	—	adults age 18 and over
<input type="checkbox"/> NYS Eligibility	—	adults age 21 and over
<input type="checkbox"/> HCBS/LOC Eligibility Determination 0-5	—	children ages 0-5
<input type="checkbox"/> HCBS/LOC Eligibility Determination 6-21	—	children/youth ages 6-21

The UAS-NY was designed with certain security features to meet Health Insurance Portability and Accountability Act (HIPAA), Health Information Technology for Economic and Clinical Health (HITECH) Act, and federal law 42 Code of Federal Regulations (CFR), Part 2 requirements, as well as New York State laws.

The UAS-NY system consists of a Java (and other technologies) web application running on a WebLogic Server application service and connection to an Oracle database. Files uploaded via the web application are stored in parallel to the Oracle RDBMS in a MongoDB GridFS. These files contain PHI and are an integral part of the application. JasperReports is used for the user-accessible front end reporting capabilities.

Currently, access to the UAS-NY is premised on users authenticating to the Health Commerce System (HCS), having assigned organizations and organization types, having assigned roles, and having validated Trust Level Assurance for their identity. Additionally, each person that has an HCS user account for the purpose of accessing the UAS-NY will be required to enroll in the Multi-Factor Authentication (MFA). The HCS is a secure, private network designed for sharing health-related information with health organizations throughout New York State. All users that require access to the UAS-NY application must have their own HCS account. The UAS-NY is a role-based system. Every UAS-NY user has a role assigned to their HCS credentials under the organization for whom they work. While the HCS credentials verify user identity, the UAS role determines what data the user can view or edit and what functionality the user may access in the UAS-NY application, both online and offline. This role-based capability is critical to ensuring the protection of data in compliance with HIPAA, HITECH, and New York State law. Access to the HCS for the purpose of utilizing the UAS-NY application is authorized by the UAS-NY Project Team.

The UAS-NY currently receives hosting services, including secure data center, operating system management, hardware management, network management, basic Oracle (database and application server) support, and disaster recovery capabilities through a contract with Currier, McCabe and Associates (CMA), Inc.

The UAS-NY leverages the Moodle open-source learning platform as the online learning environment to deliver training to the UAS-NY users. The learning environment is integrated with the UAS-NY and provides seamless and real-time interfacing to inform the UAS-NY of each user's training completion status, which is then used to enforce business rules regarding user training. Enrollment in specific training courses is configured by role in the UAS-NY.

The UAS-NY is configured to work with the Universal Public Health Node (UPHN), a scalable, standards-based software package used by DOH for the secure unattended transmission of data, to deliver assessment data in discrete format (XML) for consumption by the organizations that are responsible for the care and service delivery of the consumers they have assessed. In order to receive access to the data exchange, organizations must be registered in a specific organization type and create an automated file transfer (AFT) account. Registered organizations will receive data exchange files nightly.

For this project, the NYSDOH will work with the selected contractor to enhance the functionality of the UAS-NY while maintaining the integrity of its stored data, hosted by CMA. Additional information about the Uniform Assessment System may be found in Attachment E.

2.2 Important Information

The bidder is required to review, and is requested to have legal counsel review, [Attachment 8](#), the DOH 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 DOH 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 Certifications/Acknowledgements, 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 DOH.

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 DOH makes to the RFP as a result of questions and answers will be publicized on the DOH web site.

2.3 Term of the Agreement

This contract term is expected to be for a period of five (5) years commencing on the date shown on the Calendar of Events in [Section 1.0](#), 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).

3.0 BIDDERS QUALIFICATIONS TO PROPOSE

3.1 Minimum Qualifications

NYSDOH will accept proposals from organizations with the following types and levels of experience as a prime contractor.

- A minimum of three (3) years' experience developing, implementing, operating or modifying a secure, online data collection and information system

OR

A minimum of five (5) years general information systems experience; which may include development and or/support of an operational system.

AND

- A minimum of three (3) years of experience developing, implementing, operating, or modifying a Health Insurance Portability and Accountability Act (HIPAA) compliant system.

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. A prime contractor may not leverage a subcontractor's experience to meet the minimum qualifications.

3.2 Preferred Qualifications

Bidders that demonstrate the following experience are preferred:

- At least two (2) years of experience developing, implementing, operating, or modifying a secure online system in connection with the Health Information Technology for Economic and Clinical Health (HITECH) Act;
- At least two (2) years of experience developing, implementing, operating, or modifying a secure online system in connection with 42 Code of Federal Regulations, Part 2 (CFR);
- Experience working with InterRAI instruments;

- Experience working in any capacity with CANS tools.

4.0 SCOPE OF WORK

This Section describes the software solution 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 requested to provide responses that address all of the requirements of this RFP as part of its 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 Tasks/Deliverables

4.1.1 Technical Operations

The selected contractor will be provided all access necessary through the hosting Contractor CMA to provide ongoing support to ensure continuous operation of the UAS-NY in accordance with the Service Level Assurances outlined in Attachment C, including, but not limited to:

- A. Application maintenance including:
 - o Defect correction
 - o Performance improvement
 - o Updates to current functionality
 - o Enhancement implementation
 - o Design improvement
 - o Interfacing with other systems such as: Health Commerce System (HCS), Medicaid Analytics Performance portal Health Home Tracking System (MAPP HHTS), Learning Management System Schoox for HH, Data Exchange UPHN, TABS (OPWDD), MDW (eligibility data).
 - o Remediation of flaws, improper configurations and logic errors resulting in the inability to ensure availability, integrity or confidentiality.
 - o Security and vulnerability testing in compliance with relevant policies and standards
- B. Application monitoring including:
 - o Usage patterns
 - o Identifying unreported errors
 - o Research reported errors and provide root cause analysis
 - o Monitoring for and reporting inappropriate or unauthorized system access
 - o Ongoing state of system infrastructure
 - i. CMA, the hosting contractor is responsible for technology that includes hardware and platform software, disaster recovery, Oracle software, implementation including platform delivery, maintenance and support, and facility and telecommunications. See Attachment D for Hardware Specifications.
- C. Analyze UAS-NY assessment data and provide reports, as requested. This analysis of assessment data is needed for policy discussion and creation, used to prevent fraud and clarify how the assessment should function, and also allow data driven decisions.
- D. Investigate data discrepancies and inappropriate system use and contribute UAS-NY policy discussions/creation
- E. Hot fix deployment with minimal disruption
 - o Execute fixes requiring brief system outages, outlined in Attachment C, outside of peak business hours (Monday through Friday 8:00 AM to 5:00 PM EST)
- F. Vendor/stakeholder coordination (when appropriate)

- o Provide routine coordination with NYS Vendors, Contractors, other hosting providers and organizations for system integration purposes
- o Facilitate vendor/stakeholder meetings when appropriate
- G. Application security controls
 - o Compliance with all current versions of New York State security policies and standards as well as the DOH Minimal Acceptable Risk Standard Plus controls
 - o Completion and maintenance of a System Security Plan (SSP)
- H. Project management related to software development (See Attachments E, F, and G)
 - o Maintain detailed release schedules
 - o Lead/facilitate discussions related to project planning, milestones tracking, and other project related implementation considerations
 - o Document project objectives, goals, scope, approach, and potential costs and track them to completion
 - o Prepare weekly reports to provide updates on project progress including critical path items, decisions required, issues, risks and constraints
 - o Support federally required certification reviews by the Centers for Medicare & Medicaid Services (CMS), if needed. Current certification criteria applicable to MMIS systems is available at <https://www.medicaid.gov/medicaid/data-and-systems>.
 - o Provide technical and operational support for regulatory changes and new program initiatives such as the Long-term Care Independent Assessor implementation Conduct data analysis to allow DOH to make informed program, policy or operational changes
 - o Advise on current state and system impacts from new policy and operational changes
 - o Coordinate with various vendors and state agencies for system interfaces, data needs and operational support

4.1.2 Development

The selected contractor will be responsible for all future application and system development within the CMA hosted system as well as hosting a development site outside of CMA's system and all development in progress at the time the contract is executed. Development may include, but is not limited to the following:

- A. Creation of an expanded Role Authentication Capability
 - o The UAS-NY is accessed through the HCS, the Department of Health's web portal. The HCS is a secure, private network designed for sharing health-related information with health organizations throughout New York State. The HCS meets all the requirements of HIPAA and HITECH, as well as other New York State laws.
 - o The contractor will work with DOH to design, implement, and maintain a role authentication capability within the UAS-NY application, as outlined in the Task Order. This will control individual user access, not just organizational access, for both the online and offline application by leveraging the HCS authorization and authentication and multi-factor authentication. The role authentication will need to limit user access based on the user's role & organization and provide secure multi-factor authentication for UAS-NY Offline Client. The system currently supports 17,000 users in 3,700 organizations across 30 program areas.
- B. User interface re-architecture
 - o Conduct user experience analysis
 - o Redesign
 - o Implementation
 - o Validation
- C. System reporting – There are multiple report generation modules available within the system. These reports will be made available to end users within the system to support their business processes. The Contractor will be expected to evaluate and recommend solutions to streamline report offerings and create new end user level reports based on the end user's business needs. These needs will evolve over time which are dependent on regulatory and program requirements.

- o Evaluate current reporting needs
- o Propose solution to retool/consolidate reporting functionality
- o Improve/revise reporting capabilities
- o Improve access to enrollment data
- o Expand scope of the existing ad-hoc tool
- D. Provide access to audit log data that can be queried by:
 - o Date
 - o User
 - o Instrument
 - o Service domain
- E. Develop new instruments, roles, or service domains
 - o New assessment instruments, based on interRAI or Praed Foundation tools, will be available in both online and offline applications as required by the service domain
 - o interRAI de-identified data extract support for all newly added interRAI-related instruments
- F. Independent service domain releases that allow the UAS-NY to house and upgrade multiple user interfaces that share the same data architecture
 - o A service domain consists of building blocks from the HCS and the UAS
 - o The specific configuration of the building blocks for a service domain is what controls and ensures the security and privacy of the service domain's data
- G. Enhancements to system functionality
 - o Ensure compatibility with all devices (laptops, tablets, mobile phones, etc.)
 - o New utilities for use by UAS Support Desk staff for investigation and resolution of user issues
 - o Context sensitive help text updates outside of release
- H. File upload and storage capability
 - o Enhance current system functionality to accept end-user uploaded files, such as Practitioner's Orders (e.g. automation via transfer of data elements from external system)
 - o Implement new end-user file upload capability to support new business needs (e.g. uploading of care plans or Independent Review Panel documentation)
 - o Implement new system functionality for new file repository needs, (e.g. pdf snapshot of assessment data upon sign/finalize)

The selected contractor shall also provide application development services to continue to grow the functionality provided within the UAS-NY. The contractor shall respond to evolving requirements from multiple stakeholder agencies across service domains.

4.1.3 Database Administration

The selected vendor will be expected to manage and maintain all environments of the UAS-NY, including development, testing, and production, as well as the Learning Management System (LMS) applications. Database administration includes, but is not limited to the following:

- Coordinate with data groups to gain access to appropriate UAS-NY datamart
- Provide secure access for UAS-NY database users
- Restrict user access to those persons with appropriate responsibility and authority
- Manage application security
- Application integration
- Data monitoring and troubleshooting
- Database design
- Application tuning and performance monitoring
- Create custom queries
- Perform data updates
- Establish and maintain sound backup and recovery policies and procedures in coordination with UAS-NY's hosting vendor
- Plan for future enhancements

4.1.4 Provide Technical Support

The selected vendor will be required to provide the following technical support:

- A. Monitor and perform routine maintenance on all relevant enterprise components across the development, testing, and production environments:
 - o UAS-NY software application and application tier components (i.e., WebLogic)
 - o UAS-NY application database and database tier components (i.e., Oracle)
 - o UAS-NY TEST DRIVE software application and application tier components (i.e., WebLogic)
 - o UAS-NY TEST DRIVE application database and database tier components (i.e., Oracle)
 - o Moodle application and application tier components (i.e., Apache/Tomcat)
 - o Moodle application database and database tier components (i.e., My SQL)
 - o JasperReports reporting tool
- B. Provide timely response to any system outage where the outage is the result of the UAS-NY software application or the UAS-NY database, but not where the outage is a result of hosting services provisioned by other organizations (CMA, Inc. or DOH). Provide support to hosting services providers, as needed, to recover operations following any outage. See Attachment C.
- C. Provide timely response to and resolution of technical issues reported by end-users and escalated by UAS-NY Support Desk support staff. See Attachment C.

The contractor will be expected to operate and maintain a joint ticketing system to be used by up to 12 users within the DOH and the vendor to track and log all system/application issues, between 5-10 tickets each week on average. The DOH does not have a preferred ticketing tool and expects the bidder to propose a tool appropriate and adequate to meet this requirement.

The contractor will be required to use the appropriate tools for documenting and tracking corrective actions in response to identified issues. Issues will be governed and prioritized by the DOH; completion of corrections will be subject to the DOH approval.

The contractor will also be required to research the root cause of all issues escalated by the UAS-NY Project Team and provide a report of all detailed findings to the DOH. Once a root cause has been determined, the contractor will work with the DOH to implement remediation steps. All remediation will be documented in a change management plan deliverable and clearly communicated to the DOH.

4.1.5 System Architecture

The contractor shall be able to plan, design, schedule, and price all approved system architecture projects (UAS Version updates). This includes providing design and development work estimates based upon requirements and specifications gathered and documented from the DOH and stakeholders. All projects will require submission of a technical design document, development schedule, level of effort estimate and standard operating procedures subject to the approval by the Department of Health.

The DOH will review and sign-off on architecture at various points during the project. The specific points at which these architecture reviews will be conducted and approved will be determined with the contractor at the start of the project.

The DOH shall be informed and knowledgeable of possible consequences and trade-offs of architecture decisions. To support its knowledge and provide opportunity for decision input on architecture issues, the DOH has the following requirements:

- The contractor will be required to provide architecture artifacts at selected points of the project, which will be reviewed by DOH. The specific artifacts required for detailed system architecture and their management and delivery to the DOH will be established at the start of the project.
- The contractor will be required to present to the DOH, architecture overviews and details prior to extensive implementation efforts. The specific points of presentation and review will be determined at the start of the project. These presentations will be subject to DOH approval.

- The contractor shall include in its architecture presentations, consequences, trade-offs, draw-backs or other issues of which it will be important or otherwise useful for DOH to be aware.
- The DOH will accept architectures that include third party plug-ins or open-source technologies as long as those technologies do not compromise security, are sustainable, and do not unduly obligate DOH. The DOH will reject as non-responsive any proposed solution that violates this requirement.
- All proposed solutions will be hosted by the designated DOH hosting vendor.
The DOH will *not* consider external hosting by third-party vendors.
- Proposed solutions will be capable of running in a high availability environment and architected in a manner which does not require the host to maintain a session's state.
- Proposed solutions will make use of New York State Office of Information Technology Services (ITS) Security Policies to determine and enforce user access to network resources, as applicable.
- The DOH has developed and maintains a restricted-access web site on the Internet for use by the Department's public health partners and customers called the Health Commerce System (HCS). The HCS is a single-sign-in and authentication gateway for users to login and access applications; it establishes what applications users have authority to access, and what role they have within those applications.

The HCS is used to govern and control access to applications by outside health participants. The site is located at <https://commerce.health.state.ny.us/>. This custom-built infrastructure includes backup and data recovery facilities.

4.1.6 Release Management

The selected vendor will provide upgrades, enhancements and bug fix services as prioritized by the DOH. All release dates will be established jointly with the DOH. Releases will be defined as a result of enhancements and/or fixes prioritized by the DOH. The contractor will create a project plan, due within 30 days of the start of the project, to help define expectations on scheduling and timeliness for each release.

The contractor will follow current software development methodology, including all applicable parts of the NYS Secure System Development Lifecycle (SSDLC) as defined at <https://its.ny.gov/eiso/policies/security> as part of any release. Documentation will be made available by the contractor and reviewed by the DOH, additional proper development and testing methodologies will be followed prior to presenting a new release to the DOH for testing and acceptance. DOH will define stage gates and acceptance/rejection criteria that the contractor will successfully meet in order to move through the SSDLC. This will include documentation for all project phases, including but not limited to:

- Detailed technical design documentation and specifications that walk through all new and changed functionality in the release and trace back to functional requirements
- Requirements traceability documentation that maps a release's functionality from functional requirements to technical design documentation to test cases
- Final report from vendor certification test processes, including detailed results for all test cases
- Final data dictionary delivered at least ten business days prior to the production deployment
- Annotated defect list resulting from DOH Independent Verification and Validation (IVV) testing with rough order of magnitude estimates for each defect
- Updated Security Workbooks (if/when appropriate to reflect the impact of any changes to be deployed in the new release)

The contractor will conduct performance acceptance testing of new versions of applications or of significant system enhancements that are ready for production. The contractor shall also allow DOH to participate in User Acceptance Testing (UAT) prior to implementation and allow for changes to be made during the same release based on predetermined criteria rather than waiting for a future release to incorporate changes. The contractor will also

provide bug/issue tracking and install and maintain application upgrades. Updates to key deliverables will be reviewed by DOH during development and shall be approved prior to UAT. All upgrades to the UAS-NY application shall include solution version control.

The contractor shall incorporate capacity forecasting into its release management process. Deployment of all new releases will be coordinated with the DOH using a clearly documented deployment checklist. Once a release is completed, the contractor will be expected to provide updates to the data dictionary. If necessary, updates to the UAS-NY data exchange will be tested in the test environment and approved prior to release.

4.1.7 Software Quality Assurance Requirements

The contractor will be responsible for system quality comprising of all facets of the UAS-NY. The major areas of quality concentration will be:

- Achievement of requirements
- System architecture
- System reliability
- System security
- System ease of use
- System performance
- System and user documentation
- Training materials

The NYSDOH has the following requirements pertaining to system quality:

- The contractor will be required to work collaboratively with the State to ensure that software quality goals and criteria are achieved according to the Service Level Agreement (SLA) outlined in Attachment C.
- The contractor will be required to create testing and quality infrastructure including a minimum of: detailed test plans, test cases, test scenarios, test scripts, automation code, traceability matrices and other items or activities relevant and appropriate to the deliverables of any given release.
- The DOH reserves the right to provide input and direction into test planning and test design activities. The contractor is not restricted from using any existing test infrastructure it may already have in place provided it adheres to the security requirements outlined herein. The DOH reserves the right to audit and approve or require extension of such infrastructure at its discretion in support of quality goals and criteria. All testing infrastructure, as defined here, is subject to State approval.
- The contractor will be required to achieve all quality goals and execute all tests (automated and manual) per release prior to the DOH inspection. The DOH will verify achievement of all quality goals and criteria, however the DOH will not function as the contractor's testing organization.
- The contractor will be required to provide to the DOH, reports of test results that demonstrate achievement of all quality goals for each release for the DOH inspection.
- The contractor will be required to correct incidents identified by the DOH as outlined in the SLA.

4.1.8 Defect Resolution Management and Reporting

The contractor will be responsible for maintaining a defect backlog. All defects discovered and reported to the contractor by the DOH shall be tracked by the contractor. The contractor will work with the DOH to analyze the defects and prioritize the resolution of each defect. Based on priority, the contractor will correct the defects and

report the resolution back to the DOH. Defects cannot be closed without approval from the DOH. The contractor will facilitate weekly conference calls to report the status of all defects on the defect backlog.

The contractor is expected to remedy defects present at the time the contract is signed. This includes corrections to any discovered problems, bugs, failures in software or documentation.

4.1.9 Continuous Customization of Learning Management System

The contractor will be responsible for continuous upgrading and customization of the UAS-NY Learning Management System (LMS). The current LMS, Moodle, is housed separately from the UAS-NY but shares data with the application. Moodle is an open source product that requires periodic updates. When updates are made to the Moodle training environment, the contractor is expected to upgrade to the most current version. The LMS should also be updated at the time of any major releases or security releases.

The DOH will consider a new LMS if the contractor has expertise working with a specific LMS that can easily interface with the UAS-NY. The LMS should be able to function independent of any other system or application.

4.1.10 System Integration

The contractor will support integration and electronic data transmission between the UAS-NY application and external systems that support authorized exchanges of information. The UAS-NY exchanges information to other systems and also receives information from other systems. Integration must be supported for the following systems:

- TABS (OPWDD Tracking and Billing System)
- Health Commerce System (HCS)
 - Changes in HCS platform may cause service interruption in the UAS-NY that need to be investigated
 - Offline application issues
 - HCS session timeout changes
 - Configuration of UAS roles for organization types in the HCS
 - Creation of new roles
 - Removal of unnecessary roles
- Schoox Learning Management System
- Moodle Learning Management System
- Health Home Tracking System
- Manage Care Roster data
- Data delivery for service domains
- UPHN
- Other systems as required

4.1.11 Application Security Requirements

The New York State Department of Health requires that vendors providing computer and application services to NYS comply with the Health Insurance Portability and Accountability Act (HIPAA) Omnibus Final Rule and all other applicable New York State and federal laws, regulations, policies, and standards for all systems, that transfer, process, or store Department data. The Department verifies this through review of evidence and artifacts that demonstrates vendor compliance with these laws, regulations, policies, and standards. Department security standards are based on, and are consistent with, the security provisions described in CMS ARS/NIST 800-53 r4 at the Moderate level.

If the contractor does not adequately demonstrate compliance with required laws, regulations, policies, and standards, the Department reserves the right to require the contractor to retain, at the contractor's expense, a third-party firm to perform additional security assessments.

The contractor will be required to adhere to the application development security requirements described in this section. These security requirements are intended to be illustrative of the range of unacceptable development practices for State applications.

The Division of Operations and Systems Security and Privacy Bureau coordination will help to ensure that the application meets all security requirements and can be supported in the State IT network environment. The Department verifies this through review of evidence and artifacts that demonstrate vendor compliance with these laws, regulations, policies, and standards.

The security and regulatory requirements are:

1. All policies and standards defined in the New York State ITS security policies and standards (<http://its.ny.gov/eiso/policies/security>)
2. Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy, Security and Breach Notification Rules
3. Health Information Technology for Economic and Clinical Health (HITECH) Act (<http://www.healthit.gov/policy-researchers-implementers/health-it-legislation>)
4. All applicable State and federal laws and regulations related to privacy protections
5. Section 367-b(4) of the NY Social Services Law
6. New York State Social Services Law Section 369(4)
7. Article 27-F of the New York Public Health Law (HIV/AIDS)
8. 18 NYCRR 360-8.1
9. Social Security Act, 42 USC 1396a(a)(7)
10. Federal regulations at 42 CFR 431.302 and 42 CFR Part 2 (Substance Use Disorder)
11. The Health Insurance Portability and Accountability Act (HIPAA) Omnibus Final Rule
12. NYS Mental Hygiene Law Section 33.13
13. 45 CFR Parts 160 and 164 (Privacy related sections for HIPAA)
14. CMS ARS 3.1, Moderate, including Privacy controls <https://www.cms.gov/Research-Statistics-Data-and-Systems/CMS-Information-Technology/InformationSecurity/Info-Security-Library-Items/ARS-31-Publication.html> (example of privacy controls and the System Security Plan workbooks attached)
15. New York State Department of Health Offshoring Policy
16. The Contractor is required, if applicable, to execute a number of security and privacy agreements with the Department including a Business Associate Agreement (Appendix H) and a Data Use Agreement (DUA) at contract signing.

Additional requirements:

- All source code, documentation, and other means by which adherence to the security requirements can be proved shall be accessible to State staff and DOH Division of Systems Security and Privacy Bureau on demand; this may include, but is not limited to, on-site visits and inspections.
- The contractor shall meet with DOH Division of Systems Security and Privacy Bureau prior to and during the development effort to ensure compliance with all security requirements. Application security conformance is subject to DOH approval.
- The contractor shall address all identified security and vulnerability issues by making corrections, adjustments, or taking other actions that mitigate the identified security vulnerabilities or risks.
- The State requires the contractor to assure the security of the application through full compliance with NYS-S13-001 Secure System Development Life Cycle which includes regular vulnerability testing. This may be achieved in cooperation with the DOH Division of Systems Security and Privacy Bureau.
- The contractor is expected to provide secure and confidential backup, storage and transmission for hard copy, and electronically stored information. Under no circumstances will any records be released to any person, agency, or organization without specific written permission of the DOH. The contractor is obligated to ensure any subcontractor hired by the contractor who stores, processes, analyzes or transmits Medicaid Confidential Data (MCD) on behalf of the contractor has the appropriate Security requirements in place. The contractor is required to include in all contracts and Business Associate Agreements with their subcontractors, language addressing the security and privacy requirements as well as the language contained in the Confidentiality Language for Third Parties section of the DUA. If

any breach or suspected breach of the data or confidentiality occurs, whether the breach occurred with the contractor or subcontractor, DOH must be notified immediately.

- The contractor is required to maintain and provide to the Department upon request their data confidentiality plans and procedures for meeting security requirements as they relate to the deliverables and services within this RFP, including all plans as they relate to subcontractor work where applicable.
- The contractor will develop and maintain adequate fully trained staff to respond to all stakeholder inquiries while protecting confidentiality and maintaining the security and integrity of all systems. Staff shall be trained to understand and observe requirements related to confidentiality and operating guidelines for functions included in this RFP.
- The contractor shall, within six (6) months of contract execution, submit an updated and completed Department-provided System Security Plan (SSP), including associated artifacts that demonstrate full compliance with all applicable SSP controls and requirements.
- The contractor shall submit an updated SSP, with associated artifacts, every 12 months throughout the term of contract.
- The contractor agrees to provide any and all technical and security documentation, in electronic form, as requested by the Department, without reservation or redaction.
- If the contractor does not provide the Security Overview, SSP workbooks, or policies and procedures, or if these documents are of poor quality, the Department reserves the right to require contractor to retain, at its own expense, a third-party firm to perform additional security assessments, and also establish and maintain Plans of Actions and Milestones (POA&M).
- The Department reserves the right to conduct its own review of the contractor's compliance.
- The Department reserves the right to revise these requirements as technology, or security standards, evolve.
- The Department retains the right to withdraw from this agreement if, at any time, it believes that the contractor is not making a good faith effort to comply with the security related terms of this agreement.

4.1.12 Vendor Remote Access

For contractor staff performing services off-site, ITS will provide remote access to the necessary systems through one of the approved methods of remote access to NYS systems in NYS Remote Access Standards. ITS will be responsible for ensuring:

1. That the network and systems comply with specifications required by the contractor and agreed to by the DOH;
2. That all components of the environment related to the solution are accessible through the remote access solution; and
3. The remote access is provided in a timely manner for the contractor to perform the services.

DOH and ITS will be responsible for acquiring and maintaining any equipment and performing any labor and/or activities necessary to set-up and maintain network connectivity at and to the software environment. The ITS will provide and maintain user accounts for, and access to, the remote access solution for the contractor's team members, including but not limited to, the contractor's onsite and remote resources.

The contractor may house a development environment separate from the DOH infrastructure which houses the UAS-NY environments, with the explicit understanding that no sensitive DOH data can be housed in that environment and the application and associated source code is the sole intellectual property of NYS. Any and all source code, application and data associated with a separate development environment shall be returned to DOH or destroyed at the termination of this contract.

4.1.13 Warranty

In order to ensure the DOH's success for all software releases, "hotfix" releases, new assessments, and new functionality, as well as source code, documentation, reports, training materials, testing materials, or other project outputs, the DOH has the following minimum warranty requirements.

- Per software release:
 - Any items delivered to the State as part of system evolution activities will also be warranted for 90 days from the time the State accepts the evolution item.
 - The contractor agrees to make corrections free of charge to any issues (problems, bugs, defects, security vulnerabilities and/or exploits, or failures that should otherwise work correctly and per the requirements set forth in this document *and* during analysis and deployment phases of the project) as discovered within the 90-day warranty period.
Corrections will be reviewed by the project Quality Assurance Analyst, Business Analyst, and/or Project Manager and accepted by the DOH delegated point of contact
- Per contract:
 - The contractor will be required to provide a minimum warranty period of 365 days (one year) from the date of deployment to production.
 - Corrections will be achieved regardless of whether the effort to do so exceeds the 365-day warranty period.
 - All deliverables received by the State will be covered by the warranty, including any accepted changes incurred throughout the project.

The warranty for final releases will be honored 365 days (one year) beyond the end of this contract.

4.1.14 Additional Vendor Responsibilities

Throughout the term of the contract, the contractor:

- Agrees to notify the State in writing of any changes in the persons designated to bind the contractor;
- Agrees that no aspect of contractor's performance under this Agreement will be contingent upon State personnel or the availability of State resources with the exception of normal cooperation which would be expected in such a contractual relationship;
- Will submit all deliverables within the timeframe allowed for deliverable submission as indicated in Section 4.3;
- In the event a submitted deliverable is not satisfactory, the contractor will address all cited deficiencies communicated by the Department and resubmit the deliverables within one (1) week of receiving the initial communication from the Department. Any deficiencies noted by the Department that relate to resubmitted deliverables will be reported to the contractor in the same manner as the deficiencies related to the original submission of the deliverable and;
- Agree to complete any other required work, necessary to meet changing programmatic needs and regulatory requirements.

4.2 Staffing

Minimum technical staff positions are defined as follows:

Developer/System Engineer (Bidders should respond with the appropriate number of developer/system engineer staff they need to support the requirements of the RFP):

Required Skills:

- Bachelor's Degree in Computer Engineering, Computer Science, or related field.
- Three to five years' experience in a software engineering environment
- Technical and functional experience designing, analyzing, integrating, tailoring, and/or implementing software
- Knowledgeable in Oracle, WebLogic, and My SQL

Preferred Skills:

- Software Design, Development and Testing experience
- Performance and Stress Testing experience
- Requirements Management

System Analyst (1)

Required Skills:

- Bachelor's Degree in Administration, Computer Engineering, Computer Science, or related field
- Three to five years' experience as a System Analyst
- 2 years of health care business and technology background/experience
- Strong analytical and product management skills, including a thorough understanding of how to interpret stakeholder business needs and translate them into application and operational requirements

Preferred Skills:

- Unit, System and User Acceptance Testing experience
- Requirements Management
- Software Release Management

System Architect (1)

Required Skills:

- Bachelor's Degree in Administration, Computer Engineering, Computer Science, or related field
- Proven experience developing strategic system architecture plans
- 5 years experience in system and network creation and development
- Comprehensive understanding of information processing fundamentals and best practices
- Strong analytical, conceptual and troubleshooting abilities
- Excellent written and verbal communication skills
- Experience conducting technology, trends, standards and products research
- Proven experience identifying, analyzing and resolving system problems
- Familiarity and expertise in a variety of programs

Technical Writer (1)

Required Skills:

- Bachelor's Degree in Administration, Computer Engineering, Computer Science, or related field
- 5 years experience working in a technical writing position
- Proficiency in MS Office
- Attention to detail
- Able to write in explanatory and procedural styles for multiple audiences
- Skilled at prioritization and multi-task

Preferred Skills:

- Certified Professional Technical Communicator (CPTC) Designation

Database Administrator (1)

Required Skills:

- Bachelor's Degree in Computer Information Systems (CIS), Computer Science, Database Administration or related field
- Advanced knowledge of database structure and theory
- Experience with SQL
- Basic understanding of disaster recovery and database backup procedures
- Familiarity with reporting tools
- Skilled at prioritization and multi-task

QA Tester (1)

Required Skills:

- Associate's Degree in Computer Information Systems (CIS), Computer Science, Engineering or related

- field
- Experience as a QA tester or similar role
- Experience performing software testing strategies of large complex systems with multiple sets of business rules
- Ability to document and troubleshoot errors
- Working knowledge of test management software and SQL
- Health care business and technology background/experience
- Attention to detail
- Analytical mind and problem-solving aptitude
- Strong organizational skills

Project Manager (1)

The contractor will be required to assign a Project Manager to the project who will act as the main liaison with the DOH and who will have authority over all of the contractor's resources assigned to the project. The contractor's assigned Project Manager will be fully engaged in managing the project. The extent and frequency of on-site presence of the contractor's Project Manager will be based on the needs of the project and the requirements of the Department; this decision will be made by the DOH and will be binding to the contractor.

Required Skills:

- Bachelor's Degree in Administration, Computer Science, Engineering or a related major
- Five years of business development experience is required; business development experience should include: creating business plans, managing relationships, conducting presentations, and meeting goals.
- Hands on experience in managing projects utilizing the product development lifecycle or a systems development lifecycle
- Good working knowledge of project management tools (e.g. MS Project)
- In-depth working knowledge of system integration design principles
- Ability to navigate within a deadline driven matrix organization
- Excellent written and verbal communication skills

Preferred skills:

- Project Management Institute certification as a Project Management Professional (PMP)
- Hands-on experience working with Oracle, WebLogic, and My SQL
- Requirements Management
- Software Configuration Management
- Software Release Management
- Leading policy, technical, and operational discussions to better understand the priorities and related project management tasks
- Leading/facilitating discussions related to project planning, milestones tracking, and other project related implementation considerations
- Establishing project milestones, work breakdown structures, resource requirements, and priorities for the assigned projects
- Documenting project objectives, goals, scope, approach, and potential costs and track them to completion
- Preparing high quality reports to provide update on project progress including critical path items, decisions required, issues, risks and constraints

4.3 Deliverables/Reporting

The contractor will be required to submit the deliverables/reports to the Department of Health with content and schedule determined by the Department. The contractor will submit all deliverable/report templates to the Department for approval within 60 calendar days of notification of approved contract. Any changes to the report templates shall be submitted to the Department for approval 30 days prior to implementation. At a minimum, the contractor will submit the following deliverables/reports to the Department of Health in a software format agreeable to the vendor and the Department:

- Project Implementation Plan
- Detailed Project Schedule: The contractor will be responsible for providing accurate and timely reports to the DOH. The contractor shall submit a Project Plan prior to each new release. The Project Plan will document the strategy for a successful release as well as release scope, cost, schedule, and resource plan. The contractor shall document and manage all risks, issues, and action items related to the Project Plan and report them to the DOH as outlined in the Task Order. At the end of each release, the contractor will be expected to submit a best practices/lessons learned report to be reviewed with the DOH. A Project Plan Status Report will be submitted to the DOH for review prior to weekly meetings and presented during each status meeting.
- Project Management Plan for each software release that includes:
 - Detailed MS Project Plan and Schedule
 - Communication Plan: The project communication plan defines the communication channels, messages, frequency of messaging, and stakeholders to receive communications.
 - Risk Management Plan: The risk management plan identifies risks, estimates impacts and likelihood of occurrence, and defines responses to risk, including mitigation and avoidance strategies.
 - Issue Management Plan: The issue management plan defines the activities and business rules for managing issues that arise during the project, and includes assignment of ownership, due dates for resolution, priority, and impacts.
 - Action Item Management Plan: The action item management plan includes identification of action items to be completed, ownership of each action item, projected timeframe for completion, priority, and dependencies.
 - Requirements Management Plan: The requirements management plan describes how the vendor will elicit, analyze, document and manage the requirements of the project. It should include a project overview, definition of the requirements gathering process, roles and responsibilities, tools for managing requirements, a requirements traceability matrix and change control.
 - Change Management Plan: The change management plan defines activities and roles for managing and controlling change during the execution and control stages of the project, including business justification, impact to scope, cost, quality and schedule, and required approval processes.
 - Quality Management Plan: The quality management plan documents the standards, practices, resources, specifications and sequence of activities that will be used to ensure the project and software products meet a set of defined quality standards.
 - Staffing Plan: The staffing plan will define the expected qualifications, skills, roles, responsibilities, and individuals identified to fill those roles on the project.
- Requirements Traceability Matrix: The requirements traceability matrix is a document used to track the project business and technical requirements through the project lifecycle. The matrix correlates the baseline documents from business requirements through design and technical specifications and testing documentation to ensure that all requirements are met.
- Design Specification Document: The design specification describes how the system or software will perform the requirements outlined in the business and functional requirements, and must link to requirements via the traceability matrix. This may include configuration settings, inputs and outputs, data types, algorithms and code used to accomplish specific requirements, page specifications and layouts, and technical measures.
- Technical Specification Document: The technical specification document is a detailed document that stipulates the technical requirements of the product including additional third party software requirements, hardware, networking and other technical specifications, performance requirements, and availability requirements.
- Information Security Plan: The information security plan documents the vendor's plan, systems and processes for protecting personal information and data, including personal identifiable information (PII) and personal health information (PHI). The plan is used to ensure that the vendor protects the integrity, confidentiality and availability of the data and mitigates any threats to the application and the NYS DOH data.

- Data Migration Plan (if applicable): The data migration plan outlines the processes and approach to select, prepare, extract, transform and transfer data of the correct form and quality from one system to another.
- Data Dictionary: The data dictionary is a set of information describing the contents, format, and structure of a database and the relationship between its elements, used to control access to and manipulation of the database.
- Test Strategy: The test strategy describes the testing approach of the software development cycle.
- Test Plan: The test plan expands upon the test strategy and defines the detail around scope of testing and the activities to be performed during testing.
- Test Cases: The test cases are a set of conditions or variables under which a tester will determine whether a system under test satisfies requirements or works correctly. The process of developing **test** cases also assists in finding problems in the requirements or design of an application.
- Test Scripts: Test scripts are a set of instructions performed on a system under test to verify that the system performs as expected. Test scripts may be written in a scripted/programming language for use with an automated testing tool.
- Test Results: Test results are the documented outcomes of the testing process, indicating if software and its functions passed the testing as defined or requires remediation.
- Defect/Fix Remediation Plan: The defect/fix remediation plan identifies any software defects and issues discovered in the course of development and testing and identifies the plan for correction. Defects should be given a unique identifier for tracking and assigned a priority.
- Release Management Plan: The release management plan identifies the processes that will be used to manage, plan, schedule and control software builds through different stages and environments; including testing and deploying software releases. The release management plan should identify the expected software releases, timeline and functionality expected.
- Security Documentation
 - Data Use Agreement
 - System Overview
 - System Security Plan
 - Plan of Action and Milestones
 - Other Security Documentation as requested
- Weekly Status Reports: The weekly status report will document current and planned activities, milestones and delivery dates, identified issues and expected remediation, identified risks and plans for mitigation/addressing, resource changes, change control items and other items for review by the project sponsor and project manager.
- Current State Analysis: The current state analysis identifies the “as-is” state of the project, including current software, stakeholders, and processes.
- Response time summaries
- Issue report with mitigation statistics
- Metrics related to system performance
- Additional reports as requested

4.4 Information Technology

The application and all systems and components supporting it, including but not limited to any forms and databases that include Personal Health, Personal Identification or other New York State information, must comply with all NYS security policies and standards listed at <http://its.ny.gov/tables/technologypolicyindex.htm>.

4.5 Transition

The transition represents a period, anticipated to be six months, when the current contract activities performed by the Contractor must be turned over to the Department, another Department agent or successor Contractor during or at the end of the contract. The contractor shall at all times during the course of the contract maintain adequate documentation for the solution to allow for the operation of the solution by the state, or another state or contractor.

The Contractor shall ensure that any transition to the Department, Departmental agency or successor Contractor be done in a way that provides the Department with uninterrupted continuity of operations of the UAS-NY. This includes a complete and total transfer of all data, files, reports, and records generated from the inception of the contract through the end of the contract to the Department or another Department agent should that be required during or upon expiration of its contract.

The contractor shall provide technical and business process support as necessary and required by the Department to transition and assume contract requirements to the Department or another Department agent should that be required during or at the end of the contract.

The contractor shall manage and maintain the appropriate number of staff to meet all requirements listed in the RFP during the transition. All reporting and record requirements, security standards, and performance standards are still in effect during the transition period.

The contractor is required to develop a work plan and timeline to securely and smoothly transfer any data and records generated from the inception of the Contract through the end of the contract to the Department or another Department agent should that be required during or upon expiration of its contract. The plan and documentation must be submitted to the Department no later than one year from the start of the contract, and preferably within the interval between six (6) months and one year from the start of the contract with the Department of Health or upon request of the Department.

5.0 ADMINISTRATIVE INFORMATION

The following administrative information will 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 DOH and ending with the final contract award and approval by DOH 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 (2) violations within four (4) years of the rules against impermissible contacts during the “restricted period” may result in the violator being debarred from participating in DOH procurements for a period of four (4) years.

Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Health identifies a designated contact on 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 OHIPcontracts@health.ny.gov. It is the bidder’s responsibility to ensure that 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

DOH 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 DOH, 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 DOH will be posted to the DOH website.

If the bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Bidder shall immediately notify DOH of such error in writing at OHIPcontracts@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 DOH 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 State's designated payment office:

Preferred Method: Email a .pdf copy of your signed voucher to the BSC at: AccountsPayable@ogs.ny.gov with a subject field as follows:

Subject: **Unit ID# 3450473 Contract # TBD**

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

**NYS Department of Health
Unit ID 3450473
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 State 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/epay/index.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 State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be:

The Contractor will be paid in accordance with the budget approved by the Department in the corresponding task order. Prior to the development of each software release, the Contractor will engage the Department on the scope, details, and effort required. The Contractor will then propose a budget and work plan summary to the Department (defined as a task order) for review and approval. The hourly rates for each staff title in the proposed task order budget must not exceed the hourly rates proposed for each staff title in Attachment B – Cost Proposal. Once the task order has been approved, the Department will reimburse the Contractor on a monthly basis in accordance with the following Milestone schedule:

Payment	Milestones Included
1	Technical specifications that trace back to Functional Requirements
2	Traceability documentation, tracing through full documentation suite (requirements through test cases)
3	Test cases and results of Contractor certification testing; Data dictionary
4	Defect list with Rough Order of Magnitude (ROM) estimates; Updated SSP workbooks (if needed); Final Deployment of Release

The Contractor is not allowed to bill for any expenses exceeding the approved task order budget.

Proposed Hourly Rates include, but are not limited to, materials, equipment, overhead, profit, labor, and any other expenses required to ensure proper performance of all requirements and deliverables in this RFP. These hours are only an estimation and may increase or decrease based on the Department’s future needs. The Department anticipates 20 releases over the five (5) year contract term.

In addition, the Contractor will be reimbursed on a monthly basis for Service Level Assurance services. Service Level Assurance services include timely response and resolution of technical issues which occur to the UAS-NY software application or the UAS-NY database. The Contractor is required to provide a detailed report of the specific technical activities and key accomplishments conducted by the Contractor’s staff during the prior month as part of these services. This monthly expense will be reimbursed on an hourly basis in accordance with the rates set in the Attachment B – Cost Proposal. These hourly rates are not subject to increase over the five (5) year contract term.

5.5 Minority & Woman-Owned Business Enterprise Requirements

Pursuant to New York State Executive Law Article 15-A, the New York State Department of Health (“DOH”) 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 DOH 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 DOH 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, DOH hereby establishes an overall goal of **30%** for MWBE participation, **15%** for Minority-Owned Business Enterprises (“MBE”) participation and **15%** for Women-Owned Business Enterprises (“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 DOH may withhold payment pending receipt of the required MWBE documentation. For guidance on how DOH 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. DOH will review the submitted MWBE Utilization Plan. If the plan is not accepted, DOH may issue a notice of deficiency. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt. DOH 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 DOH 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 DOH, 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 M/WBE Contractor Compliance & Payment Report to the DOH, 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 DOH 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 Minority- and Women-Owned Businesses (M/WBE) may request that their firm’s contact information be included on a list of M/WBE 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 contact information and a copy of its NYS M/WBE certification to OHIPcontracts@health.ny.gov before the Deadline for Questions as specified in [Section 1.0](#) (Calendar of Events). Nothing prohibits an M/WBE 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: (i) work, goods, or services unrelated to the Contract; or (ii) 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 DOH 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 Tax 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 DTF that each affiliate and subcontractor exceeding such sales threshold is registered with 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 of Health 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.

5.9 Subcontracting

Bidder's may propose the use of a subcontractor. The Contractor shall obtain prior written approval from NYSDOH 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 DOH and the Contractor. DOH reserves the right to request removal of any bidder's staff or subcontractor's staff if, in DOH'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 DOH's Reserved Rights

The Department of Health 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; and,
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 DOH to the extent permitted by law. DOH 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 \(D\) of the RFP](#). If DOH 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 development of procurement contracts with governmental entities. The changes included:

- a) 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;
- b) 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;
- c) 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;
- d) 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;
- e) 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;
- f) 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".)
- g) increased the monetary threshold which triggers a lobbyist's obligations under the Lobbying Act from \$2,000 to \$5,000; and
- h) 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: (i) prohibiting lobbyists from entering into retainer agreements on the outcome of government grant making or other agreement involving public funding; and (ii) 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 Section 20 of Chapter 14 of the Laws of 2007, which replaced old penalty provisions and the addition of 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 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 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 the debriefing will be limited only to 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 fifteen (15) calendar days from date of award or non-award announcement.

5.15 Protest Procedures

In the event 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 Section 17 of the Guide to Financial Operations (GFO). Available on-line 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 DOH receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, DOH will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then DOH 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. DOH 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 section 163(10)(e) (see also <http://www.ogs.ny.gov/purchase/snt/sflxi.asp>) 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. DOH 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 DOH 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, DOH 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 New York State Department of Health, which shall have all rights of ownership and authorship in such work product. This includes, but is not limited to, software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation under 45 CFR Subpart F.

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 IFB 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.

6.0 PROPOSAL CONTENT

The following includes the format and information to be provided by each Bidder. Bidders responding to this RFP must satisfy all requirements stated in this RFP. All Bidders are requested to submit complete Administrative and Technical Proposals and are required to submit a complete Cost Proposal. 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 packages inclusive of all materials as summarized in Attachment A, Proposal Documents. 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 the Technical Proposal documents.

DOH will not be responsible for expenses incurred in preparing and submitting the Administrative, Technical, or Cost Proposals.

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 4.10](#), (Freedom of Information Law)

C. Vendor Responsibility Questionnaire

Complete, certify, and file a New York State Vendor Responsibility Questionnaire. DOH 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 <http://www.osc.state.ny.us/vendrep/index.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

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 A 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. DOH reserves the right to reject a proposal that contains an incomplete or unsigned [Attachment 7](#) or no [Attachment 7](#).

H. References

Provide references using [Attachment 9](#), (References) for three organizations that will verify the bidder's qualifications to propose. 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.

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 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 information requested 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 may 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 DOH of its accuracy. Failure to follow these instructions may result in disqualification.

Pricing information contained in the Cost Proposal cannot 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 be able to meet all the requirements stated in Section 3.0 of the RFP. The bidder must submit documentation that provides sufficient evidence of meeting the criterion. This documentation may be in any format needed to demonstrate how they meet the minimum qualifications to propose.

Minimum Qualifications:

- A minimum of three (3) years of experience with a secure, online data collection and information systems in any or all of these capacities:
 - developing,
 - implementing,
 - operating, or
 - modifying

OR

A minimum of five (5) years general information systems experience; which may include development and or/support of an operational system.

AND

A minimum of three (3) years of experience developing, implementing, operating or modifying a Health Insurance Portability and Accountability Act (HIPAA) compliant system

Preferred Qualifications:

- At least two (2) years of experience developing, implementing, operating, or modifying a secure online system in connection with the Health Information Technology for Economic and Clinical Health (HITECH) Act;
- At least two (2) years of experience developing, implementing, operating, or modifying a secure online system in connection with 42 Code of Federal Regulations, Part 2 (CFR);
- Experience working with InterRAI instruments;
- Experience working in any capacity with CANS tools.

D. Technical Proposal Narrative

D1. Experience – Performing Tasks/ Deliverables

The Technical Proposal should provide satisfactory evidence of the Bidder's experience and ability to meet, and expressly respond to, each requirement and information requested in this RFP. For all activities and tasks to be undertaken by the vendor in fulfilling the requirements of this RFP, Bidders should:

- provide a narrative describing in detail their proposed approach and plan, with timeframes when appropriate, for accomplishing tasks and activities outlined in the RFP. A separate narrative should be provided for all subsections under Scope of Work, Section 4.1 preferably in the order listed below:
 - 4.1.1 Technical Operations
 - 4.1.2 Development
 - 4.1.3 Database Administration
 - 4.1.4 Provide Technical Support
 - 4.1.5 System Architecture
 - 4.1.6 Release Management
 - 4.1.7 Software Quality Assurance Requirements
 - 4.1.8 Defect Resolution Management and Reporting
 - 4.1.9 Continuous Customization of Learning Management System
 - 4.1.10 System Integration
 - 4.1.12 Vendor Remote Access
 - 4.1.13 Warranty
 - 4.1.14 Additional Vendor Responsibilities
- 4.1.11 Application Security Requirements, Bidder should describe their plan to comply with all privacy and security policies and procedures of the Department, applicable state and federal law and administrative guidance with respect to the performance of the contract.

Bidder responses shall be detailed and leverage the attached System Security Plan (SSP) templates. The SSP shall be completed by the bidder describing all system security controls. The Department considers bidder responses to be binding attestations and will be used to determine whether the controls will be present in the proposed system. Bidders are advised to read and understand this entire section as the Department reserves the right to request an independent third party review of vendor security controls.

Bidders shall submit Plans of Actions and Milestones (POA&M) to the Department that address all identified security control gaps. Deficient controls will be prioritized and addressed consistent with federal and State policies and standards. All weaknesses listed in the POA&M shall include target remediation dates, an assessment of risk, and should identify compensating controls for identified gaps where appropriate.

Bidders are required to complete and submit a System Overview document as part of the technical proposal for this contract. The Department will provide the necessary template to comply with this requirement.

D2. Staffing and Qualifications

The bidder should provide a staffing plan for completion of services that includes the following for each:

- a. Title, responsibility, and type of staff available and physical location;
- b. How the bidder plans to recruit and train an adequate number of staff;
- c. Bidder's ability to provide qualified staff to carry out the projected workload during the contract and how they plan to provide staff to meet the scope of work over the entire contract period;
- d. An organizational chart that delineates the titles of the staff responsible for fulfilling the tasks/deliverable

detail in Section 4.0 Scope of Work, their lines of communications, and demonstrates how the organization intends to organize staff and management for this project;

D3. Proposed Approach- Deliverables/Reporting (see Scope of Work Section 4.3)

Bidder should describe how it plans to provide the deliverables/reports described in Section 4.3. The bidder should provide examples of deliverables/reports that demonstrates the bidder's capacity to summarize weekly reports and contract deliverables, per Section 4.3.

D4. Proposed Approach- Information Technology (see Scope of Work Section 4.4)

Bidder should describe their plan to ensure any applications, including systems and components supporting it, comply with all NYS security policies and standards.

D5. Proposed Approach- Transition (see Scope of Work Section 4.5)

Bidder should provide an overview of its transition plan that ensures a complete and total transfer of all files and records necessary to perform the scope of work and discussion of continuity of services.

6.3 Cost Proposal

Submit a completed and signed **Attachment B – Cost Proposal**. The Cost Proposal shall comply with the format and content requirements as detailed in this document and in Attachment B. 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 travel, materials, equipment, overhead, profit and labor to the satisfaction of the Department of Health and the performance of all work set forth in said specifications.

The proposal prices must cover the cost of furnishing all of the said services including, but not limited to, materials, equipment, insurance, labor, travel and the performance of all work set forth in said specifications to the satisfaction of the Department of Health in Section 4.0.

7.0 PROPOSAL SUBMISSION

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

Proposals must be submitted via E-mail as outlined below:

A proposal consists of three distinct parts: (1) the Administrative Proposal, (2) the Technical Proposal, and (3) the Cost Proposal. Proposals must be submitted in three separate, clearly labeled E-mails.

Submit three (3), open and permission password protected, PDF proposals in separate emails to: OHIPcontracts@health.ny.gov, with the subject Line "RFP# 20040 Uniform Assessment System for New York (UAS-NY) System Evolution and Technical Operations Services." Include, as attachment to each email, the distinct PDF file labeled "Administrative Proposal", "Technical Proposal", or "Cost Proposal". Example: "Technical Proposal Submission, ABC Company, RFP #20040". All electronic proposal submissions should be clear and include page numbers on the bottom of each page. The body of the email submitted should also include the password and indicate the number of total pages intended, and where indicated each subset of pages listed. Example: Technical proposal 30 pages total, Attachment C, 17 pages.

A font size of eleven (11) points or larger should be used with appropriate header and footer information. In the event an electronic submission cannot be read by the Department, the Department reserves the right to request a hard copy and/or electronic resubmission of any unreadable files. Offeror shall have 2 business days to respond to such requests and must certify the resubmission is identical to the original submission.

1. Where signatures are required, the proposal should have a handwritten signature and be signed in blue ink. A scanned signature can be used for electronic submission in the PDF. The Department reserves the right to request hardcopy originals of all signature pages at any time.
2. The NYSDOH discourages overly lengthy proposals. Therefore, marketing brochures, user manuals or other materials, beyond that 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 NYSDOH 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.
3. Audio and/or videotapes are not allowed. Any submitted audio or videotapes will be ignored by the evaluation team; and The entire proposal must be received by the NYSDOH in three separate emails to the email account and format designated above, no later than the Deadline for Submission of Proposals specified in Section 1.0, (Calendar of Events). Late bids will not be considered.

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

7.1 No Bid Form

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

8.0 METHOD OF AWARD

8.1 General Information

DOH 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)).

DOH at its sole discretion, will determine which proposal(s) best satisfies its requirements. DOH 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 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 70% of a proposal's total score and the information contained in the Cost Proposal will be weighted 30% of a proposal's total score.

Bidders may be requested by DOH to clarify the contents of their proposals. Other than to provide such information as may be requested by DOH, 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

DOH 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), including documentation requested 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 DOH, 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 program staff of DOH 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 **70% (up to 70 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; and
C is the Cost score.

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

8.5 Composite Score

A composite score will be calculated by the DOH by adding the Technical Proposal points and the Cost points awarded. Finalists will be determined based on composite scores.

8.6 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 to verify bidder qualifications to propose (Section 3.0).

8.7 Best and Final Offers

NYSDOH reserves the right to request best and final offers. In the event NYSDOH exercises this right, all bidders that submitted a proposal that are 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 as their best and final offer.

8.8 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/>.

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

The following attachments are attached and included in this RFP:

- A. Proposal Document Checklist
- B. Cost Proposal
- C. Service Level Assurance
- D. Hardware Specifications
- E. CANS-NY Implementation Guide
- F. Quick Reference Guide
- G. Offline Installation Guide
- H. Sample User Story
- I. System Overview Document

**ATTACHMENT A
PROPOSAL DOCUMENT CHECKLIST**

Please reference Section 7.0 for the appropriate format and quantities for each proposal submission.

RFP #20040 – Uniform Assessment System for New York (UAS-NY) System Evolution and Technical Operations Services		
FOR THE ADMINISTRATIVE PROPOSAL		
RFP §	SUBMISSION	INCLUDED
§ 6.1.A	Attachment 1 – Bidder’s Disclosure of Prior Non-Responsibility Determinations, completed and signed.	<input type="checkbox"/>
§ 6.1.B	Freedom of Information Law – Proposal Redactions (If Applicable)	<input type="checkbox"/>
§ 6.1.C	Attachment 3- Vendor Responsibility Attestation	<input type="checkbox"/>
§ 6.1.D	Attachment 4 - Vendor Assurance of No Conflict of Interest or Detrimental Effect	<input type="checkbox"/>
§ 6.1.E	M/WBE Participation Requirements:	<input type="checkbox"/>
	Attachment 5 Form 1	<input type="checkbox"/>
	Attachment 5 Form 2 (If Applicable)	<input type="checkbox"/>
	Attachment 5 Form 4	<input type="checkbox"/>
	Attachment 5 Form 5	<input type="checkbox"/>
§ 6.1.F	Attachment 6- Encouraging Use of New York Businesses	<input type="checkbox"/>
§ 6.1.G	Attachment 7 - Bidder’s Certified Statements, completed & signed.	<input type="checkbox"/>
§ 6.1.H	Attachment 9 – References	<input type="checkbox"/>
§ 6.1.I	Attachment 10 - Diversity Practices Questionnaire	<input type="checkbox"/>
§ 6.1.J	Attachment 11 - Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination	<input type="checkbox"/>
FOR THE TECHNICAL PROPOSAL		
RFP §	SUBMISSION	INCLUDED
§ 6.2.A	Title Page	<input type="checkbox"/>
§ 6.2.B	Table of Contents	<input type="checkbox"/>
§ 6.2.C	Documentation of Bidder’s Eligibility (Requirement)	<input type="checkbox"/>
§ 6.2.D	Technical Proposal Narrative	<input type="checkbox"/>
FOR THE COST PROPOSAL REQUIREMENT		
RFP §	REQUIREMENT	INCLUDED
§ 6.3	Attachment B- Cost Proposal	<input type="checkbox"/>

**ATTACHMENT B
COST PROPOSAL**
RFP #20040

The Contractor will be paid in accordance with the budget approved by the Department in the corresponding task order. Prior to the development of each software release, the Contractor will engage the Department on the scope, details, and effort required. The Contractor will then propose a budget and work plan summary to the Department (defined as a task order) for review and approval. The hourly rates for each staff title in the proposed task order budget must not exceed the hourly rates proposed for each staff below. Once the task order has been approved, the Department will reimburse the Contractor on a monthly basis in accordance with the following Milestone schedule:

Payment	Milestones Included
1	Technical specifications that trace back to Functional Requirements
2	Traceability documentation, tracing through full documentation suite (requirements through test cases)
3	Test cases and results of CIM certification testing; Data dictionary
4	Defect list with ROM estimates; Updated SSP workbooks (if needed); Final Deployment of Release

The Contractor is not allowed to bill for any expenses exceeding the approved task order budget.

After reviewing Attachment H – Sample User Story, based on the anticipated effort to complete all requirements, Bidders must complete the table below, entering Proposed Hourly Rates and Estimated Release Hours by Staff Title. Proposed Hourly Rates include, but are not limited to, materials, equipment, overhead, profit, labor, and any other expenses required to ensure proper performance of all requirements and deliverables in this RFP. These hours are only an estimation and may increase or decrease based on the Department’s future needs. The Department anticipates 20 releases over the five (5) year contract term.

Staff Title	Proposed Hourly Rate	Estimated Release Hours
<i>System Engineer</i>		
<i>System Analyst</i>		
<i>System Architect</i>		
<i>Technical Writer</i>		
<i>Database Administrator</i>		
<i>QA Tester</i>		
<i>Project Manager</i>		

In addition, the Contractor will be reimbursed on a monthly basis for Service Level Assurance services. Service Level Assurance services includes timely response and resolution of technical issues which occur to the UAS-NY software application or the UAS-NY database. The Contractor is required to provide a detailed report of the specific technical activities and key accomplishments conducted by the Contractor’s staff during the prior month as part of these services. This monthly expense will be reimbursed on an hourly basis by the rates proposed below. The Contractor will not be allowed to exceed these hourly rates. **Bidders are required to enter Hourly Rates and an**

Estimated Average Number of Hours (on a Monthly basis) based on the Service Level Assurance Services outlined in this RFP.

Service Level Assurance – Technical Operations and Maintenance Activities

Staff Title	Proposed Hourly Rate	Estimated Average Number of Hours (Monthly)
<i>System Engineer</i>	\$	
<i>System Analyst</i>	\$	
<i>System Architect</i>	\$	
<i>Technical Writer</i>	\$	
<i>Database Administrator</i>	\$	
<i>QA Tester</i>	\$	
<i>Project Manager</i>	\$	