STATE OF NORTH CAROLINA

NC DEPARTMENT OF PUBLIC INSTRUCTION
(NCDPI)

Refer ALL inquiries regarding this BAFO to:
Mike Beaver
Michael.Beaver@dpi.nc.gov
Telephone No. 919-807-3683

See page 2 for mailing instructions.

NOTICE TO VENDOR

Offers, subject to the conditions made a part hereof, will be received at this office, NCDPI Purchasing, 301 N. Wilmington Street, Room B04, Raleigh, NC 27601 until 4PM EDT on the day of opening and then opened, for furnishing and delivering the goods and services as described herein. Refer to page 2 for proper mailing instructions. Bids submitted via facsimile (fax) machine in response to this Best and Final Offer (BAFO) will not be accepted. Bids are subject to rejection unless submitted on this form.

EXECUTION OF BAFO (01)

In compliance with this Request for Best and Final Offer (BAFO), and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all goods and services which are offered, at the prices agreed upon and within the time specified herein. Pursuant to N.C.G.S. §143B-1354 and under penalty of perjury, the undersigned Vendor certifies that this offer has not been arrived at collusively or otherwise in violation of Federal or North Carolina law and this offer is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting an offer for the same commodity, and is in all respects fair and without collusion of fraud. Failure to execute/sign offer prior to submittal shall render offer invalid. Late offers are not acceptable.

OFFEROR:
Public Consulting Group, Inc.

STREET ADDRESS:
5511 Capital Center Drive, Suite 550

CITY & STATE & ZIP:
Raleigh, North Carolina 27606

PRINT NAME & TITLE OF PERSON SIGNING:
Amy Smith, Manager

AUTHORIZED SIGNATURE:
Amy Smith

DATE:
05/24/2016

E-MAIL:
amysmith@pcgus.com

Offer valid for forty-five (45), days from date of offer opening unless otherwise stated here: ____ days

ACCEPTANCE OF OFFER

If the State accepts any or all parts of this offer, an authorized representative of NCDPI shall affix his/her signature to the Vendor's response to this Request for BAFO. The acceptance shall include the response to this BAFO, any provisions and requirements of the original RFP which have not been superseded by this BAFO and the Department of Information Technology Terms and Conditions. These documents shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful vendor(s).

FOR DEPARTMENT OF PUBLIC INSTRUCTION USE ONLY

Offer accepted and contract awarded this ___ day of ____________________, 20___, as indicated on attached certification by ____________________________ (Authorized representative of Department of Public Instruction)

State Superintendent of Public Instruction

Date of signature: ____________________________

by ____________________________ (Authorized representative of Department of Public Instruction).

Chief Financial Officer

Date of signature:

FOR DEPARTMENT OF PUBLIC INSTRUCTION USE ONLY

Instructions: Sealed offers, subject to the conditions made a part hereof, will be received at the address below, for furnishing and delivering the goods, software, and/or services as described herein.
It is the responsibility of the Vendor to deliver the offer in this office by the specified time and date of opening, regardless of the method of delivery. Address envelope and include IFB/RFQ number as shown above. Vendors are cautioned that offers sent via U.S. Mail, including Express, Certified, Priority, Overnight, etc., may not be delivered in time to meet the deadline.

Deliver one (1) signed original executed offer, and one (1) copy of the executed offer response, and one (1) signed, executed electronic copy of its offer on a USB Flash Drive. The files must not be password-protected and must be capable of being copied to other media. Offers submitted via facsimile (FAX) machine, telephone or electronically in response to this will not be accepted.

SOLICITATION REQUEST FOR BEST AND FINAL OFFER (BAFO)

This request is to acquire a best and final offer from Vendor for an Exception Children Accountability Tracking System. The offer should integrate the previous response to the RFP and any changes listed below. Any individual vendor can receive a different number of requests for BAFOs that other offerors.

NOTE: This bid is still in the evaluation period. During this period and prior to award, possession of the BAFO, original bid response and accompanying information is limited to personnel of the Department of Information Technology (DIT) IT Strategic Sourcing Office, and to agencies responsible for participating in the evaluation. Bidders who attempt to gain this privileged information, or to influence the evaluation process (i.e. assist in evaluation) will be in violation of purchasing rules and their offer will not be further evaluated or considered.

DESCRIPTION of Requested Best & Final Offer to Solicitation's Information, Specifications, or Terms and Conditions:

(A) The following is a description of the State’s desire to communicate with and request a best and final offer from a vendor.

This BAFO shall integrate the vendor’s previous response and offer to the solicitation and any changes listed below. Furthermore, the State also encourages the bidder to supply more competitive pricing herein; vendor should submit its most competitive price(s) in response to this request for BAFO.

With submission of a response to this Request for Best and Final Offer (BAFO) #1, vendor hereby agrees to modify its original Proposal Response and Offer to the solicitation in accordance with the items that follow.
Via submission of a response, vendor hereby agrees that this language supersedes the original, published solicitation, vendor’s original response and offer, and any prior clarifications, communications, or negotiations, for the respective area(s), described.

Vendor must specifically respond to each item as requested below and provide any explanations or exceptions in each response as a result of our meeting on May 13, 2016:

1. On March 3, 2016 NC State Board of Education (SBE) passed Policy #TCS-C-029 Classifying the Exceptional Children Accountability Tracking System (ECATS) to a Uniform Education Reporting System (UERS) Complaint System. SBE minutes related to this decision can be downloaded from this URL and found on page number 48: http://stateboard.ncpublicschools.gov/minutes-actions/sbe-minutes/2016-minutes/mar-minutes.pdf/view PCG to acknowledge their notification of the policy #TCS-C-029. As indicated in the SBE minutes, this informs PCG the decision by the State Board that ECATS is now part of UERS. Please acknowledge this decision below.

Vendor Response to (A) (1):

PCG acknowledges the decision by the State Board to designate ECATS as a Uniform Education Reporting System (UERS) compliant system, meaning that ECATS will be the official means for which LEA data is reported to NCDPI.

2. As a follow up to request 1 above, please acknowledge that SBE Policy # TCS-C-029 mandates participating districts will use the same IEP form, documents, letters and reports.

Vendor Response to (A) (2):

PCG acknowledges that all participating districts will use the same IEP forms, documents, letters and reports as mandated by SBE Policy # TCS-C-029.

3. Earlier today (May 20, 2016), I emailed PCG the updated forms and the associated business rules for your convenience and review. Given that the forms have been recently modified, please verify these forms modifications won’t substantiate a price increase.

Vendor Response to (A) (3):

PCG has received the new versions of EC business rules and forms, and has determined that the level of effort required to revise the current NCDPI EC business rules and forms will require approximately 1,200 development hours, as well as significant Consulting and Quality Assurance hours. Despite this post-RFP information and added cost to PCG, as a good faith effort we agree to hold our IEP pricing constant and complete these specific changes for NCDPI. This effort is valued at $415,000.

4. On Page 394 of your bid response, it reads: “Storage limit of $72,000 allowance per year for combined EasyFax and Paperclip storage (EasyFax – five dedicated local lines and PaperClip storage – 300 GB of storage)”. Please address our concern that the PaperClip storage limit is low and break out the costs of the EasyFax local lines and PaperClip storage. Also define and indicate the differences between EasyFax and PaperClip.

Vendor Response to (A) (4):
PCG recognizes NCDPI’s concern that the PaperClip storage limit is low, and will increase this allowance to include an additional 300 Gb of PaperClip storage effective in Year 3 of the contract term. This provides NCDPI with up to a 600 Gb PaperClip storage capacity, which accommodates storage of electronic documents received through PaperClip and is not limited by storage needs required for the initial migration of historical data elements required for transition from NCDPI’s legacy system. As a point of reference, 300 Gb of storage capacity is estimated to accommodate approximately five to six million pages of data, depending upon the size of an attachment.

The main difference between EasyFAX and PaperClip is that EasyFAX uses a fax line to transmit and store data in the system while PaperClip uses the Internet to accomplish the same task. Specifically, EasyFAX enables LEAs to convert paper student records into electronic documents in PDF format and store on the appropriate student record in the ECATS system. The cost for EasyFAX is $10,000 per year per dedicated phone/fax line, or $50,000 for the five proposed lines. PaperClip functionality allows LEA users to upload scanned or electronic documents through the Internet to an individual student’s record. The cost for 300 Gigabyte (Gb) of data storage under this Agreement is $22,000 per year. The value of the additional storage to NCDPI is $22,000.

5. On page 394 of your bid response, it reads: “PCG blended hourly rates for consulting services outside the scope of this agreement shall be $200 per hour. Blended hourly rates for development services outside the scope of this agreement shall be $175 per hour. All travel and lodging expenses associated with the defined scope of work are included in the proposed fee”. Please clarify when NCDPI would be using consultation services. Also, would NCDPI have access to PCG resources for the scope of the project?

Vendor Response to (A) (5):

NCDPI would only pay for consultation services for work that is outside the agreed upon project scope. For work included in the agreed upon project scope, NCDPI will have access to PCG resources including a dedicated project manager and an appropriate level of consulting and development services. Examples of when NCDPI may use additional consultation services is to engage PCG to provide a more customized and comprehensive MTSS readiness assessment or to provide additional MTSS trainings for individual LEAs.

6. On page 395 of your bid response, it indicates that PCG has a total of 75 standard reports. Please submit these 75 standard reports electronically.

Vendor Response to (A) (6):

PCG submitted the list of reports on Friday, May 20, 2016. PCG submitted the actual report templates electronically on Monday, May 23, 2016.

7. On page 396 of your bid response, it lists additional comments on MTSS and the Early Warning System. It goes on to state “that PCG will create and update lists for specific areas of need, instructional strategies, interventions, and progress monitoring tools for the pilot in Year One. Thereafter, NCDPI will be responsible for all list updates”. Does the “Year One” verbiage contractually hold NCDPI to develop and implement all modules in the first year rather than being flexible as the RFP is written as a 2+1 giving up two years for all development and implementation of all requirements?

Vendor Response to (A) (7):

PCG acknowledges that the correct interpretation of “Year One” verbiage is that PCG will be responsible for all list updates during the pilot year of the initial contract term for each module. For
example, if MTSS is implemented in Year 2, then PCG will be responsible for all list updates during Year 2 of the contract term, and NCDPI will be responsible beginning in Year 3.

8. On page 396 of your bid response, it further states: “PCG will accept a standard import for up to four (4) progress monitoring tools, four (4) standard imports from school district benchmark tools, and four (4) state level data files related to EWS”. It is NCDPI's intention to provide the base tool at no cost to the LEAs. NCDPI anticipates more than 4 standard import files for progress monitoring tools, standard imports from school district benchmark tools, and state level data files related to EWS. Please adjust your proposed number of standard imports for the import files referenced above.

Vendor Response to (A) (8):

PCG is proposing to develop up to a total 12 NCDPI-approved MTSS data imports as part of the proposed scope of work, including Progress Monitoring and Benchmarking measures. For each of these imports, PCG will define the standard import process that can provide for efficient data integration at the local level. It's important to note that each custom data import may include many individual data elements associated within each measure. For example, DIBELS Next provides several benchmark and progress monitoring tests. Each test is not a separate import but qualifies as one import. Progress monitoring data from DIBELS Next can also be considered one import since it has similar score types and assessment schedules.

Based on our implementation experience with MTSS, PCG has found that establishing and maintaining data imports at the local level can be resource intensive. Our proposed pricing for MTSS is the result of an effort to balance program needs across a large number of LEAs with an efficient and cost-effective approach to data integration.

9. On page 396, it states: “Each participating PK-13 education agency will designate a project manager to assist with local data imports, aligning up user types, and resolving role and job titles”. Can the LEAs utilize their current staff for this project manager role? Please respond with the anticipated FTE of this resource.

Vendor Response to (A) (9):

Yes, PCG anticipates that LEAs will utilize current staff without an increase in their current FTEs. PCG estimates that LEAs would need to resource between 0.25-0.75 FTE for data project management responsibilities during the implementation phase of each module and less once all modules have completed rollout.

10. On page 396, it states: “NCDPI will provide one (1) FTE technical project manager to configure and maintain the ECATS MTSS solution”. NCDPI acknowledges that current staff will be utilized to configure and maintain the ECATS MTSS solution and would provide the contact information if PCG is awarded the resulting contract. Please clarify the duties and responsibilities of this technical resource. Also, please respond with the anticipated FTE for this resource.

Vendor Response to (A) (10):

PCG understands that NCDPI may need to utilize current staff to project manage the technical aspects of MTSS including but not limited to the coordination of technical aspects on behalf of NCDPI for the design, implementation and maintenance of ECATS MTSS.

Key duties and responsibilities of this resource may include the following.
• Collaborate with PCG as NCDPI’s lead for planning the roll out and implementation of MTSS platform while also collaborating with NCDPI’s MTSS program team
• Work with PCG to establish data mapping and integration of schools, users and students
• Obtain district course code catalog or student progression plan for the efficient importing of classes and user-class associations and student-class association
• Collaborate with NCDPI’s MTSS program and PCG to configure MTSS list items:
  ▪ Progress monitoring tools
  ▪ Interventions
  ▪ EWS assessments
  ▪ Behavior interventions
  ▪ Specific areas of need
  ▪ Justifications
• Identify specific MTSS data that can be auto-imported from PowerSchool
• Work with PCG and LEAs to create successful training, communication and support plans
• Facilitate support and participation in decision making and implementation process at state and LEA level

PCG estimates that NCDPI would need between 0.5-1.0 FTE during the planning and roll-out phase and less once all cohorts are implemented.

11. On page 396 of your bid response, it states that PCG requires a minimum of 40 business days lead time for receiving new forms and requirements before the system can be available on a production environment. NCDPI verifies that 40 business days lead time is acceptable for receiving new forms and requirements. Can such a requirement be completed prior to the 40 business days lead time?

Vendor Response to (A) (11):

PCG will work with NCDPI to plan and prioritize each development item throughout the life of the engagement. The 40 day requirement mentioned on page 396 is a general requirement and a guide to establishing general timeframes. In many cases PCG can turn around a development task sooner. However in some cases development may take longer if, for example, there are multiple development tasks with conflicting timelines and priorities, or if the development items include a feature that requires programming changes in the application’s source code.

12. On page 393 of your bid response for Training, it indicates that NCDPI is being limited to piloting all modules in year 1 of the contract. Please address the fact that NCDPI requires that pilot trainings and implementation for all modules should be included in the Firm Fixed Price Subscription Fee for the module’s Statewide Implementation of the Vendor proposed solution (for Year 1 and Year 2). It also appears that the training cost listed doesn’t include travel. In fact on page 257 of the proposal, it states that PCG is not including training site costs associated with this proposal. Note that the RFP states all travel expenses should be included in the Vendor’s proposed costs. Please verify that ALL costs are addressed and will be listed in the Cost Proposal below. Also, please clarify whether or not the training of NCDPI staff are included in the number of training sessions (75) included in your cost proposal.

Vendor Response to (A) (12):

Yes. PCG confirms that all travel costs are included in the cost proposal. In developing its cost proposal, PCG assumed that NCDPI, RESAs, and LEAs would be able to provide existing training sites.
without any additional fees involved. Should additional fees for training sites be incurred, PCG would pass those costs on to NCDPI.

PCG confirms that the training of NCDPI staff is included in our cost proposal. Training for NCDPI staff would occur in a separate training outside of the allotted 75 LEA trainings and in accordance with our proposal response.

13. On page 397 of your bid response, it reads: "This cost offer includes only the import of normalized data that can be mapped to specific field names". Please verify agreement that ‘normalized data’ as referenced in your proposal is NCDPI using PCG standard templates for imports with the data aligning to the template field definitions. Also, provide NCDPI your standard import templates to review for accommodation of normalized data for imports.

Vendor Response to (A) (13):

PCG agrees that ‘normalized data’ as referenced in our proposal can be met in part through the use of PCG standard templates, which assumes that all data fields included on the template are mapped to data in the PCG system. In addition, ‘normalized data’ also means that business/data requirements for each data element are uniform across NCDPI and all ECATS LEAs using this particular data element. For example, for a data element representing Race, WH7 may represent Caucasian and AS7 may represent Asian. Having a ‘normalized’ data element means that NCDPI and all LEAs importing this data element must define Race the same way so that it can be implemented in the same manner.

14. On page 393 of your bid response, it reads: “PCG reserves the right to limit the number of supplemental import files it accepts based upon storage requirements, impact on system performance, the number of outside sources to integrate with, the ability to receive files within a reasonable nightly routine, the ability to receive a standard, consolidated format, and the overall reasonableness of need. Please clarify what metrics PCG will use to make the determination to the limit the number of supplemental import files based upon storage requirements, impact on system performance, the number of outside sources to integrate with, the ability to receive files within a reasonable nightly routine, the ability to receive a standard, consolidated format, and the overall reasonableness of need.

Vendor Response to (A) (14):

PCG recognizes the value of importing supplemental data to help inform decision-making by NCDPI and LEAs. PCG also recognizes that in some cases certain file imports (e.g. very large files) may have a negative consequence on a system and its stakeholders. Optimizing the end user’s experiences encourages us to evaluate the circumstances of requests such as imports to ensure that there is no negative effect on the end user experience. In each case, PCG will work with NCDPI and LEAs to determine the best course of action, including looking for alternative ways to provide NCDPI with the required data.

Metrics to be considered in determining whether a supplemental import file should be allowed may include:

- File size limits and impact on run time
- Import schedules and impact on other priorities
- Storage requirements for imported data
- Impact on system performance, such as response time
- Number and complexity of outside data sources
- Format of imported data and alignment with approved import stubs
PCG is confident that for each scenario that may arise, NCDPI and PCG will work collaboratively to balance the need for a robust system against the need to optimize the end user experience and reach a mutually agreeable decision.

15. Please clarify whether or not your current system or if ECATS by implementation will have the flexibility to accommodate region adjustment if the North Carolina State Board of Education (SBE) adjusts the regions.

Vendor Response to (A) (15):

Our system will accommodate region adjustments by NCSBE.

16. Please clarify that the bank of 750 hours to be included in the initial term of the contract for specification and development as referenced in your proposal page 394 are for changes outside the scope of RFP-40-IT00114-15. Also, please clarify that the bank of 750 hours is intended to be used for implementation year 1 and year 2. Lastly, please clarify whether any remaining bank of hours after implementation year 1 and year 2 may carry over to year 3.

Vendor Response to (A) (16):

In our proposal, the 750 hours bank is for changes not included in the contracted scope of work. Changes included as part of the proposed scope of work and therefore not requiring use of the 750 hours bank consist of:

- Development associated with all modifications to existing EC forms and related business processes as provided to PCG for review on 5/20/16
- Mandatory development requirements as described in our response (categorized as a “1” or “2”)
- Desirable requirements currently available in our system as described in our response (categorized as a “1”)
- System enhancements required to comply with changes in Federal requirements

NCDPI will be able to apply the 750 hours bank toward all development that falls outside of this scope. The total hours bank can be utilized at any time in Years 1 and 2 of the contract.

17. On page 396, your proposal states “NCDPI will provide a full-time reporting project manager to support this portion of the project.” Please clarify the duties and responsibilities of this resource. Also, please respond with the anticipated FTE for this resource.

Vendor Response to (A) (17):

PCG understands that NCDPI may need to draw on current employee resources for this reporting module project manager.

As a clarification, PCG offers the following examples of the type of duties a reporting project manager may assume. This is not an exhaustive list, but serves as a general guideline:

- Collaborate with PCG, NCDPI and LEAs to determine appropriate standard reports
- Collaborate with PCG and NCDPI to identify all data elements required contractually for state and federal reporting
- Work closely with PCG and LEAs to facilitate appropriate roll out, support and monitoring for Advanced Reporting tool for all three modules
- Serve as liaison for LEAs and PCG in addressing any expressed concerns
- Champion the use of ECATS’ reporting capabilities for all users and stakeholders
• Determine reporting needs prior to system roll-out to ensure that data imports and system design accommodates the ultimate reporting needs
• Collaborate with PCG, NCDPI and LEAs on training plan, communication plan and support plan
• Execute on all relevant plans and respond to stakeholders as needed

PCG estimates that NCDPI would need 0.5 – 1.0 FTE for this role during the planning and rollout phase. Upon completion of implementation of all ECATS modules, this need is anticipated to decrease with the exception of peak reporting periods.

**BAFO COST:**

Note: NCDPI is requesting a two-fold updated cost on Medicaid: 1) fee for service cost for NCDPI, and 2) Contingency fee percentage for LEAs. Please incorporate both costs accordingly, when completing the ECATS Cost Template below.

Section IV. **Cost Proposal**

A. The vendor must list and describe any applicable proposal costs which may include the following:
   1. Future customization for customer requested enhancements
   2. Training including training materials
   3. Updates to supplemental files
   4. New functionality
   5. Other costs (*provide details of each proposed cost*)
   6. The consulting and other value added service hourly rates or costs shall be listed separately by type of service. Travel and lodging expenses, if any, must be thoroughly described; and are limited by the State’s SAAS Terms and Conditions.

Our response to Section IV, Paragraph A, Questions 1-6 above is unchanged from our initial proposal response except for additional considerations indicated in this BAFO document. In response to NCDPI’s request to update Medicaid costs we have made the following adjustments in our pricing:

1. PCG’s Contingency Fee for Medicaid Billing services for LEAs will be reduced by as much as 33% through a two-tier ECATS discount model that is based on LEA participation. Specifically, PCG will offer LEAs using the ECATS FFS documentation module a discounted contingency fee from 15% to 13% for billing services upon ECATS IEP system rollout (est. January 2017). This is a savings to NC LEAs of approximately $213,000 per year based on our existing fee structure. The contingency fee will reduce again to 10% when LEAs representing 80% or more of the student population begin using the ECATS FFS documentation module and chose PCG for Medicaid billing services. This is a savings of approximately $513,000 per year based on our existing fee structure.

2. The Medicaid Module Cost to NCDPI as reflected in the ECATS Cost Template below was increased to $300,000 per year. This increase was offset by a $300,000 per year decrease in the Special Education Module Cost to NCDPI.

In addition to the cost savings related to Medicaid services, PCG is also including the additional changes in our initial proposal at no additional cost to DPI.
1. PCG will accommodate all development costs associated with NCDPI proposed modifications to the current EC business rules and forms. Based on information provided to PCG on 5/20/16, it is estimated that changes for the new forms and processes will require approximately 1,200 PCG development hours (valued at approximately $175,000) and consulting time (valued at $240,000) to accommodate this request. Total cost to PCG for this accommodation is $415,000. Note that PCG is providing this additional services without reducing NCDPI’s 750 hour development bank.

2. PCG is offering an additional 300 Gb of PaperClip storage with a cost of $22,000.

In summary, these combined savings and/or discounts equate to more than $1,559,500 over the three year contract term in cost adjustments to NCDPI and LEAs.

<table>
<thead>
<tr>
<th>Item #</th>
<th>Cost Description</th>
<th>Special Ed Module Cost</th>
<th>MTSS Module Cost</th>
<th>Medicaid Module Cost</th>
<th>ECATS Service Total Cost</th>
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<tbody>
<tr>
<td>1</td>
<td>The Firm Fixed Price Subscription Fee for the module’s Statewide Implementation of the Vendor proposed solution: *This is the year one (1) and year two (2) subscription fee which is to be inclusive of all Deployment, Integration, Implementation, Data Migration, Maintenance and Technical Support for the module’s ECATS Service solution.</td>
<td>$4.00M</td>
<td>$2.38M</td>
<td>$0.60M</td>
<td>$6.98M</td>
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<td>2</td>
<td>The optional year three (3) Firm Fixed Price Subscription Fee for the module’s Implementation of the Vendor proposed solution: *This is the subscription fee inclusive of any additional Integration, Implementation, Data Migration, Maintenance and Technical Support for the modules ECATS Service solution.</td>
<td>$2.00M</td>
<td>$1.19M</td>
<td>$0.30M</td>
<td>$3.49M</td>
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<td>3</td>
<td>Any other proposed fee for the module’s ECATS Service.</td>
<td></td>
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</table>

Additional Comments

B. Payment Plan Proposal - If the Vendor has a specific payment schedule or installment payment plan or percentage payment plan, etc. it must be detailed here.

C. Vendors who propose an Alternative cost response must submit a separate document labeled “ALTERNATIVE COST RESPONSE”.

D. Optional. A Cost Response Form may be used to summarize the Vendors’ pricing responses to
specifications.

-End of Document -