

**REQUEST FOR PROPOSAL (RFP)**

**RFP #17-018a**

**NEW YORK STATE EDUCATION DEPARTMENT**

**Title: Angelo Del Toro Puerto Rican/Hispanic Youth Leadership PR/HYLI**

The New York State Education Department (NYSED) is seeking proposals from qualified bidders to plan and conduct the Angelo Del Toro Puerto Rican/Hispanic Youth Leadership Institute (PR/HYLI), in conjunction with the New York State Assembly/Senate Puerto Rican and Hispanic Task Force (Task Force). Every year, the Task Force plans a statewide adult "SOMOS" conference for interested individuals to share their concerns on issues affecting the Latino community, and to suggest legislative action on programs that will address those concerns. The New York State Assembly sponsors the PR/HYLI in conjunction with the larger conference.

Subcontracting will be limited to thirty percent (30%) of the total contract budget. Subcontracting is defined as non-employee direct personal services and related incidental expenses, including travel.

Bidders are required to comply with NYSED's Minority and Women-Owned Business Enterprises (M/WBE) participation goals for this RFP through one of three methods. Compliance methods are discussed in detail in the Minority/Women-Owned Business Enterprise (M/WBE) Participation Goals section below.

NYSED will award **one** contract(s) pursuant to this RFP. The contract resulting from this RFP will be for a term anticipated to begin **July 1, 2018** and to end **June 30, 2022**.

**Mandatory Requirements: See Mandatory Requirements Section of the RFP.**

**Components contained in RFP Proposal #17-018a are as follows:**

- 1.) Description Of Services To Be Performed
- 2.) Submission
- 3.) Evaluation Criteria and Method of Award
- 4.) Assurances
- 5.) Submission Documents (separate document)

Questions regarding the request must be submitted by E-mail to [PRHYLI@nysed.gov](mailto:PRHYLI@nysed.gov) no later than the close of business October 9, 2017. Questions regarding this request should be identified as either Program, Fiscal, or M/WBE. A Questions and Answers Summary will be posted to [NYSED's Competitive Procurement Contracts webpage](#) no later than October 13, 2017.

**Program Matters**

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The following documents must be submitted in separately sealed envelopes, as detailed in the Submission section of the RFP, and be received at NYSED no later than **October 23, 2017 by 3:00 PM**:

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1. Submission Documents labeled **Submission Documents - RFP #17-018a Do Not Open**
2. Technical Proposal labeled **Technical Proposal - RFP #17-018a Do Not Open**
3. Cost Proposal labeled **Cost Proposal – RFP #17-018a Do Not Open**
4. M/WBE Documents labeled **M/WBE Documents—RFP #17-018a Do Not Open**
5. CD-ROM containing the technical, cost, submission and M/WBE proposals. Place in a separate envelope labeled **CD-ROM-RFP#17-018a Do Not Open**.

The mailing address for all the above documentation is:

NYS Education Department  
Bureau of Fiscal Management  
Attn: Adam Kutryb, RFP#17-018a  
Contract Administration Unit  
89 Washington Avenue, Room 501W EB  
Albany, NY 12234

**(Facsimile copies of the proposals are NOT acceptable)**

## 1.) Description of Services to be Performed

### Work Statement and Specifications

This section of the bid package details the services and products to be acquired. Please note that the contract process also includes general New York State administrative terms and conditions, as well as terms and conditions required by New York State law. These terms and conditions address issues related to both the submission of bids and any subsequent contract; they are included separately in this bid package for your information. Please review all terms and conditions.

### Mandatory Requirements:

The **Mandatory Requirements Certification Form** (located in section **5. Submission Documents**) must be filled out, signed and submitted with the Technical Proposal. Bids that do not include the signed Mandatory Requirements Certification Form will be disqualified. By signing this form, the contractor certifies that they can provide and/or meet all of the items listed below:

### Mandatory Staffing Requirements:

1. One (1) full-time Coordinator must be designated to manage all aspects of the program and to serve as the liaison with staff of NYSED.

Any staffing needs beyond the mandatory, full-time Coordinator are to be determined by the bidder.

### **MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE) PARTICIPATION GOALS PURSUANT TO ARTICLE 15-A OF THE NEW YORK STATE EXECUTIVE LAW**

For purposes of this procurement, NYS Education Department hereby establishes an overall goal of 30% of the total contract amount for M/WBE participation, 17% for Minority-Owned Business Enterprises (“MBE”) participation and 13% for Women-Owned Business Enterprises (“WBE”) participation based on the current availability of qualified MBEs and WBEs. All bidders must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this Contract. Minority and Women-Owned Business Enterprise (M/WBE) participation includes any and all services, materials or supplies purchased from New York State certified minority and women-owned firms. Utilization of certified Minority and Women-Owned firms will be applied toward the goals. Bidders can achieve compliance with NYSED’s Minority and Women-Owned Business Enterprise goals as described below.

### **ACHIEVE FULL COMPLIANCE WITH PARTICIPATION GOALS (PREFERRED)**

Bidders should submit subcontracting/supplier forms that meet or exceed NYSED’s participation goals for this procurement. All subcontracting/supplier forms must be submitted with the bid proposal. In addition, bidders must complete and submit **M/WBE 100: Utilization Plan**, **M/WBE 102: Notice of Intent to Participate** and **EEO 100: Staffing Plan**. Instructions and copies of these forms are located in the Submission Documents. All firms utilized must be certified with the NYS Division of Minority and Women Business Development before beginning any work on this contract. For additional information and a listing of currently certified M/WBEs, see the [NYS Directory of Certified Minority and Women-Owned Business Enterprises](#).

The contact person on M/WBE matters is available throughout the application and procurement process to assist bidders in meeting the M/WBE goals. NYSED reserves the right to approve the addition or deletion of subcontractors or suppliers to enable bidders to comply with the M/WBE goals, provided such addition or deletion does not impact the technical proposal and/or increase the total cost of the bid proposal.

### **DOCUMENTATION OF GOOD FAITH EFFORTS**

Bidders must undertake a good faith effort to solicit NYS Certified M/WBE firms as subcontractors and/or suppliers in fulfillment of this procurement. Means of solicitation may include but are not limited to: advertisements in minority centered publications; solicitation of vendors found in the [NYS Directory of Certified Minority and Women-Owned Business Enterprises](#); and the solicitation of minority and women-oriented trade and labor organizations. Bidders will be required to certify and attest to their good faith efforts by completing NYSED's Certification of Good Faith Efforts (Form **M/WBE 105**). See the M/WBE Submission Documents for detailed examples of and required forms to document good faith efforts.

NYSED reserves the right to reject any bid for failure to document "good faith efforts" to comply with the stated M/WBE goals.

### **IN THE EVENT BIDDERS CANNOT COMPLY WITH NYSED DESIGNATED PARTICIPATION GOALS, SAID BIDDERS MUST DOCUMENT THEIR "GOOD FAITH EFFORTS" TO COMPLY AND SUBMIT ONE OF THE FOLLOWING REQUESTS:**

#### **REQUEST A PARTIAL WAIVER OF PARTICIPATION GOALS**

In order to request a partial waiver of the participation goals for this procurement, Bidders must provide documentation of their good faith efforts to obtain the use of certified M/WBE enterprises along with their bid proposal forms. The subcontracting forms must include the participation percentage(s) for which they seek approval. Bidders will be required to certify and attest to their good faith efforts. Bidders should submit a request for a partial waiver (Form **M/WBE 101**) and document their Good Faith Efforts (Form **M/WBE 105**) at the same time as the bid is submitted. Bidders must also complete and submit **M/WBE 100: Utilization Plan**, **M/WBE 102: Notice of Intent to Participate** and **EEO 100: Staffing Plan**. The M/WBE Coordinator is available throughout the procurement process to assist in all areas of M/WBE compliance.

#### **REQUEST A COMPLETE WAIVER OF PARTICIPATION GOALS**

In order to request a complete waiver of the participation goals for this procurement, Bidders must provide documentation of their Good Faith Efforts to obtain the use of certified M/WBE enterprises along with their bid proposal forms. Bidders will be required to certify and attest to their good faith efforts. Bidders should submit a request for a complete waiver on Form **M/WBE 101** and document their Good Faith Efforts (Form **M/WBE 105**) at the same time as they submit their bid. The M/WBE Coordinator is available throughout the procurement process to assist in all areas of M/WBE compliance.

All payments to Minority and Women-Owned Business Enterprise subcontractor(s) must be reported to NYSED M/WBE Program Unit using **M/WBE 103** Quarterly M/WBE Compliance Report. This report must be submitted on a quarterly basis and can be found at NYSED's [M/WBE Forms and Compliance Forms](#) webpage

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

Article 17-B of Executive Law was enacted to ensure that certified SDVOBs are provided opportunities for meaningful participation in the performance of state contracts. To this end, NYSED strongly encourages bidders to make maximum possible use of SDVOBs as subcontractors and/or suppliers under this contract, consistent with the requirements of State Finance Law and State procurement guidelines, as well as NYSED policies and procedures. Bidders should consider fulfilling the requirements of this contract through the participation of SDVOBs at a rate of 6%. For additional information about this program, including a list of SDVOBs, please visit the [Office of General Services, Division of Service-Disabled Veterans' Business Development website](#).

### **Background**

The New York State Assembly/Senate Puerto Rican/Hispanic Task Force in conjunction with SOMOS el Futuro, Inc., coordinates an annual conference entitled "SOMOS". The "SOMOS" conference serves as a platform for legislators, scholars, business, educators and labor leaders to address various concerns pertinent to the Hispanic/Latino community. Thought-provoking workshops on key issues, such as entrepreneurship, health and education, new and existing legislation and programs aimed to address the needs of the Hispanic/Latino population of New York take place during the "SOMOS" conference.

The first Angelo Del Toro Puerto Rican/Hispanic Youth Leadership Institute (PR/HYLI) was held in 1990 under the leadership of late Assemblyman Angelo Del Toro. The institute was sponsored through the New York State Assembly/Senate Puerto Rican/Hispanic Task Force in collaboration with The New York State Education Department Office of Bilingual Education (now renamed the Office of Bilingual Education and World Languages).

The PR/HYLI seeks to empower the Hispanic student population through student planning and decision making. To this end, the PR/HYLI has the following major goals relative to the participating youth:

- The development of leadership skills in Latino/Hispanic youth;
- The creation of opportunities for Latino/Hispanic students to interact with positive role models such as Puerto Rican and other Hispanic/Latino elected officials, educators, and business leaders;
- The creation of partnerships and conversations among educators, business leaders and students, and
- The development of an in depth knowledge of the state legislative process.

### **The Angelo Del Toro PR/HYLI DESCRIPTION**

The Angelo Del Toro Puerto Rican/Hispanic Youth Leadership Institute is an innovative collaboration with the NYS Assembly/Senate Puerto Rican/Hispanic Task Force in conjunction with the annual "SOMOS" conference, the New York State Education Department Office of Bilingual Education and World Languages, the New York City Department of Education (NYCDOE) the Regional Bilingual Education Resource Networks (RBE-RNs) and other agencies as appropriate.

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In preparation for the annual Angelo Del Toro PR/HYLI and under the leadership of the NYSED Office of Bilingual Education and World Languages (OBE-WL), the contractor will manage and plan all aspects of the annual Institute.

The Angelo Del Toro PR/HYLI is held in Albany during the “SOMOS” Conference. The Institute takes place from Saturday through Monday (March or April of each year). The selected student delegates go through an intensive delegation training (a minimum of 30 hours) based on the Angelo Del Toro PR/HYLI Training Manual after delegation leaders and trainers go through a full day “Train the Trainer” session. Student Delegates from across NYS are selected to represent the following delegations:

- Capital District Delegation
- Hudson Valley Delegation
- Long Island Delegation
- Monroe Delegation
- New York City Delegation
- Syracuse Delegation
- Western New York Delegation

### **Responsibilities of the PR/HYLI Coordinator**

The Angelo Del Toro PR/HYLI coordinator will plan and manage all phases of the Institute to ensure that The Angelo Del Toro PR/HYLI will result in a high quality educational experience for student delegates. These responsibilities include but are not limited to: updating The Angelo del Toro PR/HYLI Training Manual with best practices, updating The Angelo Del Toro PR/HYLI website, completing mock assembly seating arrangements, coordinating color guard (made up of student participants from different delegations) for the mock assembly, planning and developing The Angelo Del Toro PR/HYLI overall weekend program, coordinating meetings with suppliers, coordinating meetings with legislators, disseminating invitations, requesting welcome letters from legislators and other public officials to include in The Angelo Del Toro PR/HYLI weekend program, planning and facilitating debriefing meetings with the RBE-RN staff and statewide trainers and delegation leaders, identifying keynote and guest speakers, and visiting regional trainings to ensure that The Angelo Del Toro PR/HYLI Training Manual is being used.

The selected vendor will ensure that the necessary instructional supplies, such as pencils, pens, crayons, markers, notebooks, large book pads, and tape, are available. NYSED will provide some materials, such as: a full Training Manual, samples of application forms, scholarship application, samples of students’ essays and evaluation criteria, and all other forms necessary to run the program; however, the vendor will have to tailor all the materials for this year’s program. The vendor will have to create a main brochure, press releases, and various programs for the weekend Institute’s activities. In addition, the vendor will put together a bag of resources for every student including books, college information, etc.

In addition, the Angelo Del Toro PR/HYLI coordinator will plan and direct a student trip to Washington D.C. to experience the federal legislative process, meet with members of Congress and other governmental officials, tour the various historical sites and share their experiences with their local delegation upon their return.

### **Annual Cycle of the Angelo Del Toro PR/HYLI**

The Angelo Del Toro Puerto Rican/Hispanic Youth Leadership Institute consists of 4 main phases:

1. **Train the Trainer, Selection of Delegates and Training in Regional Delegations:** Selected student delegates partake in a 30-hour preparatory training program based on The Angelo Del Toro PR/HYLI Training Manual. Activities and topics of study include but are not limited to: research of local issues, study of the NYS legislative process, parliamentary procedure, the study of selected bills, bilingual education topics including the NYS Seal of Biliteracy, social justice, advocacy and civic engagement. Prior to conducting regional trainings, delegation leaders and trainers partake in a one day “Train the Trainer” session.
2. **Participation in the 3-day Institute:** Two hundred students from 7 delegations statewide take part in key activities over the three-day weekend, which include but are not limited to: special projects on critical issues for Hispanic/Latino youth, team-building activities to develop cross delegation relationships, a mock assembly session which is conducted in the NYS Assembly chamber, and a student recognition dinner where winners of The Angelo Del Toro PR/HYLI scholarships and other awards are announced and presented.
3. **Extension and Refinement of Leadership Skills:** Student delegates return to their home base and take part in activities such as but not limited to: The Angelo Del Toro PR/HYLI reunion, presentations to Boards of Education and school audiences, informational booths at schools and Hispanic/Latino conferences and/or events, etc. In addition, student delegates who have received the designation of “Outstanding Student Delegate” will be invited to attend a three-day trip to Washington D.C. to further their leadership skills.
4. **A student trip to Washington D.C.** will be planned and implemented for a number of selected participants to experience the federal legislative process, meet with members of Congress and other governmental officials, tour the various historical sites and share their experiences with their local delegation upon their return.

## **Phase 1: Train the Trainer, Selection of Delegates and Training in Regional Delegations**

### **Train the Trainer**

In order to ensure that all delegation leaders/trainers provide a consistent training to all students across the 7 delegations across NYS, the contractor in consultation with NYSED, will annually coordinate a minimum of two “Train the Trainer” sessions for approximately 25 delegation leaders/trainers of the RBE-RN's, districts and the New York City Department of Education.

The “Train the Trainer” sessions will ensure that:

- Training activities (oral or written) across New York State are consistent and rooted in the Angelo Del Toro PR/HYLI Training Manual.
- Learning experiences model best practices, including critical thinking strategies and brain based learning strategies to impact students’ learning.
- Training activities are rooted in the Angelo Del Toro PR/HYLI Training Manual and aligned to NYS Learning Standards.
- Ensure that the necessary instructional supplies for the training are secured. Some materials will be provided by NYSED, others will be purchased by the vendor. Instructional supplies and materials are limited to ten percent (10%) of the annual contract budget.

The “Train the Trainer” session(s) will entail a one-day in-depth training regarding up-to-date best practices, modeling and brain-based learning strategies to impact students’ learning. These practices are reflected throughout The Angelo Del Toro PR/HYLI Training Manual. The manual provides a

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complete training program aligned to appropriate New York State Standards and goals of the Institute. The training materials integrate the objectives of the New York State Education Department's ELA and Literacy Standards, the Social Studies Framework: U.S. History and New York State History, U.S. History and Government, and Participation in Government.

During these sessions, delegation leaders/trainers will go over critical thinking based activities that integrate skills-based learning, content development and understanding. These activities will serve as a model of how to train the student delegates in preparation for the weekend institute.

### **Selection of Student Delegates**

Student delegates are juniors and seniors of Hispanic/Latino descent in good academic standing in their respective high schools. To promote the student delegate opportunity, NYSED will provide the vendor with a contact list to reach out to all New York State district superintendents and school principals. The vendor will also conduct a mailing for high school counselors. In addition, the vendor will work to send an announcement through the NYS Assembly Puerto Rican and Hispanic Task Force mailing list and post an announcement on the vendor's website. The overall selection of the student delegates is carried out by the program coordinator and representatives of the Regional Bilingual Education Resource Network (RBERN) and it is based primarily, upon evaluation of an application. The RBERNs are divided in seven (7) regions to encompass the entire New York State. The regional selection process consists of but is not limited to a complete application, resume, HS transcripts, and letters of recommendation. Student delegates selected at the regional level to attend the institute must complete a statewide application and other required forms to include but not limited to a photo/media release form, a social contract for the weekend, and a medical consent form. NYSED will provide a packet of forms that have been developed in the past; however, the vendor will have to update these and create new forms as necessary.

### **Student Delegate Training**

The Coordinator, along with the RBERN and NYCDOE delegation leaders will facilitate a minimum 30 hour training per region in preparation for The Angelo Del Toro PR/HYLI. The regional training sites will be determined at the discretion of the RBE-RNs and the NYCDOE. The coordinator will conduct a monitoring visit to each of the regional trainings, but will not attend to all of them.

The regional trainings include approximately 150 Hispanic/Latino students from New York City and 150 Hispanic/Latino students from the rest of state. Of the students trained at the regional/home sites 200 are selected to participate in the Institute. The selection is conducted by the program coordinator and representatives of the Regional Bilingual Education Resource Network (RBERN).

During the trainings the delegation leaders/trainers will guide students in their critical thinking leadership style and public speaking skills. The training sessions will increase student understanding of the State's legislative process and parliamentary procedures. In addition, qualified seniors will receive writing workshops to assist in the completion of their scholarship application.

The regional training sessions must adhere to The Angelo Del Toro Training Manual. The modules are created to assist student delegates in fostering Critical Thinking Standards and Elements during their intensive research, dialogue, discussion, debate, and role-playing. The Manual will be provided to the vendor.



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Trainers focus on:

- Researching issues affecting Hispanic/Latino youth,
- Developing students' leadership styles,
- Understanding of the legislative process,
- Studying selected bills,
- Debating bills using parliamentary procedures, and
- Understanding and using Critical Thinking Skills.

Each student delegate is assigned to a regional delegation based on the school he/she attends and/or the geographic community which he/she represents. Regional training helps students identify and unify with other Puerto Rican/Hispanic Latino youth through discussion groups or "team building sessions," to share the important issues facing them.

During their home/regional training, students may prepare statements, recommendations, and/or resolutions about issues of importance to the Hispanic/Latino community. Outcomes may be presented to the responsible parties at the discretion of their delegation's leader during the Mock Assembly.

### **Phase 2: Participation in the 4-day Institute**

The Angelo Del Toro PR/HYLI culminates in selected student delegates' participation at the four-day Angelo Del Toro PR/HYLI during the SOMOS Conference in Albany, NY. The students participate in activities which are specifically designed for them. Student delegates lead discussions, moderate panels, present opening and closing remarks, and in general, run all aspects of The Angelo Del Toro Puerto Rican/Hispanic Youth Leadership Institute. All lodging and meals for student delegates and chaperones are coordinated and provided by the contractor.

The contractor will coordinate all Institute activities during the weekend. The contractor will also coordinate lodging for all participants of the annual Angelo Del Toro PR/HYLI. The key activities by day include:

#### **Friday**

On Friday, the contractor will work with the hotel to accommodate approximately 40 student delegates and six chaperones from the Western and Monroe Delegations.

#### **Saturday**

On Saturday, the contractor will coordinate hotel accommodations for the remainder of the student delegates and staff. Saturday events begin with the opening of the Institute by special guests, guest speakers, State Education officials, and contractor staff. Saturday activities will focus on building a cohesive team among all student delegates participating in The Angelo Del Toro PR/HYLI. Events throughout the day may include but are not limited to: Research based presentations on the theme of the institute, team-building activities and, as well as, issues that affect the Hispanic/Latino population at large. Vendor will be expected to find a suitable location or locations to conduct these activities.

#### **Sunday**

#### The Mock Assembly Session

This mock assembly session is convened in the New York State Assembly Chambers. Each member of the Assembly is represented by a student delegate. Given the number of students attending the Institute, students may be assigned a “student-counsel” during the deliberation. The students, who have been thoroughly prepared on both the issues and the legislative process during Phase 1, debate four bills that are currently under consideration before the New York State Assembly. Debate arguments are based on research and are text-based supporting the implementation of the appropriate New York Standards. Parliamentary procedures are followed throughout the debating process and the voting results.

### Student Delegate Recognition Dinner

Student delegates enjoy dining and networking in a professional atmosphere with elected officials while winners of The Angelo Del Toro PR/HYLI scholarships and other awards are announced. Student delegates have an opportunity to hear presentations from public officials, network with legislators, educators and business leaders in a professional, formal and social setting.

## **Monday**

### Student Development Workshops

These workshops are traditionally held at the hotel. The workshops are developed based on topics of interest expressed by the student delegates and delegation leaders and/or the theme of the institute.

The format may include a panel of experts in the area under discussion, as well as legislators who have been invited to attend.

### Legislative Visits

Student delegates visit their local legislators and discuss issues that affect the Hispanic/Latino community in their schools and across NYS. Students also revisit bills that impact them.

## **Phase 3: Extension and Refinement of Leadership Skills/Post- Angelo Del Toro PR/HYLI**

Student delegates partake in The Angelo Del Toro PR/HYLI reunion/evaluation where students, parents of participating students, and alumni come together with the delegation leaders/trainers to reflect on the entire Angelo Del Toro PR/HYLI experience and how it has impacted their lives. Delegation leaders/trainers are also encouraged to continue to work to generate opportunities to develop leadership potential among their student delegates.

In addition, student delegates who have received the designation of “Outstanding Student Delegate” will be invited to attend a three-day trip to Washington D.C. Students will have the opportunity to meet members of Congress, tour the historical site of the nation’s capital, and experience congress in action.

## **Program Evaluation**

An annual evaluation will be completed by an evaluator selected by the NYSED OBE-WL based on the completion of the deliverables outlined in the RFP. The selected contractor will work closely with the selected evaluator on developing an evaluation plan.

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The Angelo Del Toro PR/HYLI will be evaluated based on the following overarching criteria for their work with Hispanic and Latino youth by:

1. Meeting established participation targets (200 students);
2. The attendance and participation levels of the students; and
3. The quality of performance (work produced) by participants;

### Evaluation Methodology and Data Gathering Methods:

The evaluation design corresponds to the three distinct phases of the program, and utilizes both quantitative and qualitative data from multiple sources in an effort to garner information regarding the intended effects of The Angelo Del Toro PR/HYLI program (outcome evaluation); as well as provide data related to the activities and practices that directly influence such outcomes (process evaluation). The data and information collected come from a variety of sources including: the evaluator's review of archival documents; evaluator observations of program activities; information sheets from delegation leaders; and surveys and interviews conducted by the evaluator with program staff, student participants, and alumni.

### Contractor Responsibilities

The contractor will be responsible of coordinating with all responsible parties including delegation leaders/trainers of the NYCDOE and the RBE-RNs across NYS, speakers, hotel staff, and legislative staff to ensure that all activities listed below are completed. The contractor will be responsible for the following activities during each year:

8 - 9 months prior to the Institute:

- Meet all parties involved during weekend to plan and collaborate for the upcoming Angelo Del Toro PR/HYLI weekend. Participants for this meeting include: the coordinator and the lead regional trainers of each delegation and any volunteers.
- Distribute information to all delegations involved in The Angelo Del Toro PR/HYLI.
- Gather bids or otherwise identify suppliers for logistics (e.g. hotel, bus transportation, food). Hotel and food costs may not exceed State employee travel rates: [www.gsa.gov](http://www.gsa.gov)). The vendor will be responsible for securing space for Saturday's activities.
- Make reservations/contracts with the designated vendors.
- Meet with designated hotel(s) and caterers to plan logistics for lodging, meals and facilities.
- Secure spaces for the 3 day weekend.
- Disseminate materials/information prior to regional recruitment and trainings for all delegations.
- Identify/contact legislative and other speakers for The Angelo Del Toro PR/HYLI program.
- Identify organizations for additional possible scholarships to be awarded to students who meet application requirements and who also excel on the written essay.
- Align latest Angelo Del Toro PR/HYLI Training Manual and activities with the appropriate New York Learning Standards.
- Coordinate "Train the Trainer" sessions for all Angelo Del Toro PR/HYLI delegation leaders/trainers to ensure consistency across delegations.
- Develop and maintain The Angelo Del Toro PR/HYLI statewide website that houses all required forms, videos, resources, and other items as required by the contract. These materials are currently maintained at [Angelo Del Toro Puerto Rican/Hispanic Youth Leadership Institute \(PR/HYLI\) website](#).
- Begin to coordinate plans for the Washington D.C. trip. Contact key personnel to organize visits.

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- Meet with OBE-WL selected evaluator to establish an evaluation plan.

### 6 – 7 months prior to the Institute:

- Develop a “Save the Date” to disseminate to special guests, i.e., Board members, SED staff, etc.
- Plan, coordinate, and conduct the “Train the Trainer” for delegation leaders/trainers.
- Coordinate roundtrip bus transportation from their regions to Albany and within the Albany area during The Angelo Del Toro PR/HYLI weekend. The contractor will include in their budget busing expenses for one additional trip per region each year in the event that delegations may request additional assistance in busing costs during the weekend Institute.
- Follow up with RBE-RNs on recruitment process, training dates, etc.
- Coordinate site visits to regional trainings.
- In addition to the materials provided by NYSED, the vendor will create and order other necessary conference materials for The Angelo Del Toro PR/HYLI weekend.
- Meet with chair of SOMOS el Futuro, Inc., and co-chairs of The Angelo Del Toro PR/HYLI to share information and provide updates regarding The Angelo Del Toro PR/HYLI weekend and their participation.
- Meet with designated hotel staff to discuss specifics of the weekend in Albany.
- Maintain the Angelo Del Toro statewide website with current information on the institute.
- Follow up on securing spaces for The Angelo Del Toro PR/HYLI weekend.
- Prepare independent contracts (ICAs) for any consultants working with The Angelo Del Toro PR/HYLI.
- Align The Angelo Del Toro Training Manual activities to latest best practices and appropriate New York Standards.
- Send appropriate notification of all pertaining activities of The Angelo Del Toro PR/HYLI to the RBERNs, OBE-WL, NYSED, The Assembly/Senate Puerto Rican/Hispanic Task Force, SOMOS el Futuro, Inc., NYSED, etc.
- Coordinate training schedule requests by delegation leaders with statewide trainers.
- Develop a plan of action for the weekend with statewide trainers and volunteers.
- Meet with statewide trainers via telephone conference to address any issues pertaining to the regional trainings.
- Follow up with evaluator regarding evaluation plan.
- Request training rosters/training locations from all delegations.

### 4 - 5 months prior to Institute:

- Begin the identification/selection of bills.
- Establish initial contact with Sergeant at Arms of the NYS Legislature.
- Create/edit The Angelo Del Toro PR/HYLI program for the weekend institute.
- Update overall weekend agenda with locations, times, student roles, etc.
- Finalize the official “Save the Date” with all pertaining information for The Angelo Del Toro Puerto Rican/Hispanic Youth Leadership Institute weekend.
- Send out “Save the Date” invitation to all Assembly Members, Members of the NYSED Board of Regents, the Commissioner of Education and the Chancellor of the New York City Department of Education, United States Congressmen and the United States Secretary of Education regarding The Angelo Del Toro PR/HYLI weekend.
- Work with the New York State Assembly/Senate Puerto Rican/Hispanic Task Force to acquire approximately 275 copies of certificates of appreciation and participation to be distributed to conference participants.

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- Meet with vendors, chair of SOMOS el Futuro, Inc., and co-chairs for The Angelo del Toro PR/HYLI to finalize proposals and plans for the weekend institute.
- Assign delegation's roles for the weekend Institute.
- Order any additional materials needed for the Angelo Del Toro PR/HYLI.
- Follow up on existing orders, contracts, payments, etc.
- Meet with the contracted organization to identify/develop the action plan for the Saturday's program (activities).
- Coordinate any additional efforts across the delegations to establish the expectations for the weekend program.
- Request training roster from delegation leaders and prepare a master list in preparation for the weekend institute.
- Provide follow up/support via email and telephone conferences to all requests of delegation leaders during their regional trainings.
- Coordinate telephone conference meetings with statewide trainers to follow up on any pressing issues with the local trainings.

### No later than 3 months prior to Institute:

- Meet with vendors, chair of SOMOS el Futuro, Inc., and co-chairs for The Angelo Del Toro PR/HYLI to finalize proposals and plans for the weekend institute.
- Organize/update The Angelo Del Toro PR/HYLI weekend program.
- Provide follow up/support via email and telephone conferences to all requests of delegation leaders during their regional trainings.
- Coordinate telephone conference meetings with statewide trainers to follow up on any pressing issues with the local trainings.
- Follow up with training rosters and numbers of delegations in preparation of the weekend institute.
- Order any additional materials needed for the Angelo Del Toro PR/HYLI.
- Follow up on existing orders, contracts, payments, etc.
- Follow up on the "Save the Date" invitations.
- Coordinate efforts with the chair of SOMOS el Futuro, Inc., and The Angelo Del Toro PR/HYLI chair(s) to request welcome letters for the weekend program.

### 2 months prior to Institute:

- Work on seating arrangements in mock assembly.
- Coordinate color guard for Mock Assembly.
- Coordinate scholarship application review/selection process.
- Create calendar for mock assembly.
- Create chaperone contact list.
- Present a draft of The Angelo Del Toro PR/HYLI weekend program to the office of OBE-WL.
- Coordinate scholarship essay scoring review process and identify scorers and scoring facilitator

### 1 month prior to Institute:

- Finalize and confirm all hotel reservations/arrangements for all statewide participants.
- Work on seating arrangements and color guard for mock assembly.
- Provide final counts to all vendors.
- Complete The Angelo Del Toro PR/HYLI participant folders and check that all information is complete and accurate.
- Prepare conference bags for students.
- Obtain final count of all legislators who will participate in weekend activities.

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- Contractor will notify appropriate authorities (i.e. Legislators, State Police, Empire State Plaza officials, etc.) about the arrival and parking of the buses during The Angelo Del Toro PR/HYLI activities.
- Prepare roster lists for The Angelo Del Toro PR/HYLI weekend activity.
- Create student recognition dinner program.
- Order plaques for awards.
- Coordinate statewide scoring of scholarship essays.
- Work with scholarship committee to select the numbers of students to be awarded scholarships during the Sunday student recognition dinner (depending upon the scholarship amount provided by SOMOS el Futuro, Inc.)
- Finalize the Angelo Del Toro weekend program with all pertaining information.
- Work with volunteers to coordinate conference registration and all institute logistics. Volunteers include personnel from the BOCES, State Ed., school district, former delegates and parents from PHRYLI's participants
- Organize legislative bills to be debated during the Mock Assembly
- Coordinate telephone conference meetings with statewide trainers to follow up on any pressing issues before the weekend institute.
- Coordinate delivery of materials needed for the weekend institute to the various locations.

### 1-3 months after the Institute:

- Plan and coordinate The Angelo Del Toro PR/HYLI statewide debriefing meeting.
- Work with contract evaluator to obtain a summary of The Angelo Del Toro PR/HYLI evaluation to present at debriefing meeting and to ensure that the final annual evaluation is submitted in a timely fashion.
- Follow up and disseminate scholarship checks.
- Process all final payments to vendors.
- Write and send thank you letters to Legislators, participants, speakers, etc.
- Consolidate all The Angelo Del Toro PR/HYLI participant folders and check that all information is complete and accurate.
- Collect and summarize all information pertaining to The Angelo Del Toro PR/HYLI weekend to be presented to the SOMOS el Futuro, Inc., and The Angelo Del Toro PR/HYLI chairperson(s).
- Provide any requested information to the independent evaluator and assist in the evaluation process.

### **Phase 4: Trip to Washington D.C.**

The contractor will also be responsible for coordinating an educational trip to Washington DC with a selected number of students (7). Bidders must define the educational purpose and support learning outcomes of the trip, including how it supports the curriculum/purpose of the school (or program). An appropriate number of program staff and chaperones must accompany the students. A chaperone can be a parent. The term "parent" means the student's parent(s) or guardian(s), or any person(s) in a parental or custodial relationship to the student, or the student, if he/she is an emancipated minor or has reached 18 years of age.

1. A consent form, completed by the student's parents/guardians must be obtained for every participating student prior to departure. No student should be permitted to participate without a completed form.

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- The trip shall last for three days and will involve no more than 7 students. The expected types of costs will include lodging accommodations, transportation (bus), food and activities (such as visiting important landmarks in the city). Expenses for travel, lodging, and subsistence shall be reimbursed at the per diem rate in effect at the time for New York State Management/Confidential employees.

### **Budget**

The contractor should include in the budget the costs of hotel accommodations for approximately 50 participants on Friday night and approximately 275 participants on Saturday and Sunday nights. The contractor should base their projected hotel costs on double occupancy. (i.e., 275 participants would require a total of approximately 138 rooms).

The contractor will also budget for the costs of all meals for all participants during The Angelo Del Toro PR/HYLI weekend as follows:

Friday:

- Dinner at designated hotel for approximately 50 members of the Western/Monroe Delegations.

Saturday:

- Breakfast at designated hotel for approximately 50 members of the Western Monroe Delegations.
- Saturday lunch and snacks at designated location for approximately 275 participants.
- Saturday Dinner at designated location and late evening snacks at hotel for approximately 275 participants.

Sunday:

- Breakfast at designated hotel for approximately 275 participants;
- Lunch for approximately 275 participants.
- Dinner for approximately 275 participants.
- Late evening snacks for approximately 275 participants.

Monday:

- Breakfast and box lunch for approximately 275 participants.

Hotel and food costs may not exceed the per diem rate in effect at the time for New York State Management/Confidential employees found at the [U.S. General Services Administration website](#).

### **Contribution and Donations**

**Scholarships:** The SOMOS el Futuro, Inc., will provide the funding for The Angelo Del Toro scholarships.

**Photographer:** Assembly photographers may provide pictures of The Angelo Del Toro PR/HYLI scholarship winners.

**Handouts and books:** Handouts are provided by the contractor and/or other vendors. The contractor will purchase the books included in the bags of resources for students unless they can be donated from other educational organizations.

**Facilities:** The NYS Assembly/Senate Puerto Rican/Hispanic Task Force in conjunction with SOMOS el Futuro, Inc., will provide access to Capitol facilities for Sunday's Mock Assembly activity.

## Meetings

The coordinator will meet with the OBE-WL at least once per year in Albany or NYC NYSED offices.

## Payments and Reporting

Prepare and submit quarterly expenditure reports, an interim program report, and an annual program report. Quarterly expenditure reports must include a detailed breakdown outlining how contract funds are being expended and will be accompanied by the NYS Standard Voucher. Quarterly expenditure reports and vouchers will be due on the last day of October, January, April, and July of each contract year. The first quarterly expenditure report and voucher will be due on October 31, 2018.

Quarterly payments will be made to the contractor once quarterly expenditure reports have been submitted by the contractor and have been reviewed and approved by NYSED program staff. Failure to submit the required expenditure reports may result in the suspension of future payments.

The interim program report will be due on the last day of January of each contract year. The first interim program report will be due on January 31, 2019. The annual program report will be due on the last day of July of each contract year. The first annual program report will be due on July 31, 2019. The annual program report must include a summation of the previous year's activities and a summary of the success of the program. The final annual report will be due on July 31, 2022.

## Contract Period

NYSED will award one (1) contract with a term of (4) years, anticipated to begin on July 1, 2018 and to end on June 30, 2022.

## Subcontracting Limit

Subcontracting will be limited to 30% of the total contract budget. Subcontracting is defined as non-employee direct personal services and related incidental expenses, including travel.

For vendors using subcontractors, a Vendor Responsibility Questionnaire and a NYSED vendor responsibility review are required for a subcontractor where:

- the subcontractor is known at the time of the contract award;
- the subcontractor is not an entity that is exempt from reporting by OSC; and
- the subcontract will equal or exceed \$100,000 over the life of the contract;

For additional information about Vendor Responsibility, see the **Vendor Responsibility** section contained in **3.) Evaluation Criteria and Method of Award** of this RFP.

If the vendor proposes to change subcontractors during the contract period, NYSED must be notified prior to the change. NYSED reserves the right to reject any replacement subcontractors proposed by the vendor and reserves the right to approve all changes in subcontractors. The Subcontracting Form located in the Submission Documents must be updated annually and submitted to NYSED. Using this form, the vendor must also report to NYSED, on an annual basis, actual expenditures incurred for all subcontractors and indicate which subcontracting costs are associated with M/WBE.

## Staff Changes



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The vendor will maintain continuity of staff throughout the course of the contract. All changes in staff will be subject to NYSED approval. The replacement staff with comparable skills will be provided at the same or lower hourly rate.

### **Electronic Processing of Payments**

In accordance with a directive dated January 22, 2010 by the Director of State Operations - Office of Taxpayer Accountability, all state agency contracts, grants, and purchase orders executed after February 28, 2010 shall contain a provision requiring that contractors and grantees accept electronic payments. Additional information and authorization forms are available at the [State Comptroller's website](#).

### **M/WBE AND EQUAL EMPLOYMENT OPPORTUNITIES REQUIREMENTS CONTRACTOR REQUIREMENT AND OBLIGATION UNDER NEW YORK STATE EXECUTIVE LAW, ARTICLE 15-A (PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS)**

In an effort to eradicate barriers that have historically impeded access by minority group members and women in State contracting activities, Article 15-A, of the New York State Executive Law §310-318, (Participation By Minority Group Members and Women With Respect To State Contracts) was enacted to promote equality of economic opportunities for minority group members and women.

The New York State Education Department ("NYSED") has enacted its policies Equal Opportunity, Non-Discrimination and Affirmative Action and on Minority and Women-Owned Business Enterprise Procurements, consistent with the requirements as set forth under the provisions of Article 15-A (the "Article") incorporated by reference, requiring Contracting Agencies to implement procedures to ensure that the "Contractor" (as defined under Article 15-A, §310.3 shall mean an individual, a business enterprise, including a sole proprietorship, a partnership, a corporation, a not-for-profit corporation, or any other party to a state contract, or a bidder in conjunction with the award of a state contract or a proposed party to a state contract, complies with requirements to ensure Equal Employment Opportunities for Minority Group Members and Women, in addition to providing Opportunities for Minority and Women-Owned Business Enterprises on all covered state contracts.

In keeping with the intent of the Law, it is the expectation of the Commissioner and the responsibility of all contractors participating in and/or selected for procurement opportunities with NYSED, to fulfill their obligations to comply with the requirements of the Article and its implementing regulations.

In accordance with these requirements, the contractor hereby agrees to make every good faith effort to promote and assist the participation of certified Minority and Women-Owned Business Enterprises ("M/WBE") as subcontractors and suppliers on this project for the provision of services and materials in an amount at least equal to the M/WBE goal (Included in the procurement document) as a percentage of the total dollar value of this project. In addition, the contractor shall ensure the following:

1. All state contracts and all documents soliciting bids or proposals for state contracts contain or make reference to the following provisions:

a. The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, gender, religion, veteran status, sexual orientation, genetic disposition or carrier status and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

For purposes of the Article, affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination and rate of pay or other forms of compensation.

b. The contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, marital status, gender, religion, veteran status, sexual orientation, genetic disposition or carrier status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligation herein.

c. The contractor shall state in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, marital status, gender, religion, veteran status, sexual orientation, genetic disposition or carrier status.

2. The contractor will include the provisions of subdivision one of this section in every subcontract as defined under §310.14, except as provided under §312.6 of the Article, in such a manner that the provisions will be binding upon each subcontractor as to work in connection with the State contract.

3. Contractors or subcontractors shall comply with the requirements of any federal law concerning equal employment opportunity, which effectuates the purpose of this section.

4. Contractors and subcontractors shall undertake programs of affirmative action and equal employment opportunity as required by this section<sup>1</sup>. In accordance with the provision of the Article, the bidder will submit, with their proposal, Staffing Plan (EEO 100).

5. Certified businesses (as defined under Article 15-A, §310.1 means a business verified as a minority or women-owned business enterprise pursuant to §314 of the Article) shall be given the opportunity for meaningful participation in the performance of this contract, to actively and affirmatively promote and assist their participation in the performance of this contract, so as to facilitate the award of a fair share of this contract to such businesses<sup>2</sup>.

6. Contractor shall make a good faith effort to solicit active participation by enterprises identified in the [Empire State Development \("ESD"\) directory of certified businesses](#). The contractor must document its good faith efforts as set forth in 5 NYCRR 142.8. This document, Contractors Good Faith Efforts, can be found in the M/WBE Submission Documents.

7. Contractor shall agree, as a condition of entering into said contract, to be bound by the provisions of Article 15-A, §316.

8. Contractor shall include the provisions set forth in paragraphs (6) and (7) above, in every subcontract in a manner that the provisions will be binding upon each subcontractor as to work in connection with this contract.

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<sup>1</sup> Notice – Contractors are provided with notice herein, NYSED may require a contractor to submit proof of an equal opportunity program after the proposal opening and prior to the award of any contract. In accordance with regulations set forth under Article 15-A §312.5, contractors and/or subcontractors will be required to submit compliance reports relating to the contractor's and/or subcontractor's program in effect as of the date the contract is executed.

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

9. Contractor shall comply with the requirements of any federal law concerning opportunities for M/WBEs which effectuates the purpose of this section.
10. Contractor shall submit all necessary M/WBE documents and/or forms as described above as part of their proposal in response to NYSED procurement.
11. The percentage goals established for this RFP are based on the overall availability of M/WBEs certified in the particular areas of expertise identified under this RFP. These goals should not be construed as rigid and inflexible quotas which must be met, but as targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire Minority and Women-Owned Business Program work.
12. Contractor shall ensure that enterprises have been identified (M/WBE 102) within the Utilization Plan, and the contractor shall attempt, in good faith, to utilize such enterprise(s) at least to the extent indicated in the plan, as to what measures and procedures contractor intends to take to comply with the provisions of the Article.
13. Contractor shall upon written notification from NYSED M/WBE Program Unit as to any deficiencies and required remedies thereof, the contractor, within the period of time specified, will submit compliance reports documenting remedial actions taken and other information relating to the operation and implementation of the Utilization Plan.
14. Where it appears that a contractor cannot, after a good faith effort, comply with the M/WBE participation requirements, contractor may file a written application with NYSED M/WBE Program Unit requesting a partial or total waiver (M/WBE 101) of such requirements setting forth the reasons for such contractor's inability to meet any or all of the participation requirements, together with an explanation of the efforts undertaken by the contractor to obtain the required M/WBE participation.

For purposes of determining a contractor's good faith efforts to comply with the requirements of this section or be entitled to a waiver, NYSED shall consider at the least the following:

- I. Whether the contractor has advertised in general circulation media, trade association publications and minority-focused and women-focused media and, in such event;
  - a. Whether or not the certified M/WBEs which have been solicited by the contractor exhibited interest in submitting proposals for a particular project by attending a pre-bid conference; and
  - b. Whether certified businesses solicited by the contractor responded in a timely fashion to the contractor's solicitations for timely competitive bid quotations prior to the contracting agency's deadline for submission of proposals.
- II. Whether there has been written notification to appropriate certified M/WBEs that appear in the [Empire State Development website](#).

All required Affirmative Action, EEO, and M/WBE forms to be submitted along with bids and/or proposals for NYSED procurements are attached hereto. Bidders must submit subcontracting forms which:

- 1) fully comply with the participation goals specified in the RFP; OR

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- 2) partially comply with the participation goals specified in the RFP, and include a request for partial waiver, and document its good faith efforts to fully comply with the percentage goals specified in the RFP; OR
- 3) do not include certified M/WBE subcontractors or suppliers, and include a request for a complete waiver, and document its good faith efforts to fully comply with the participation goals specified in the RFP.

All M/WBE firms are required to be certified by Empire State Development (ESD) or must be in the process of obtaining certification from ESD. Online Certification can be found at [New York State Contract System](#) website.

**Failure to comply with the requirements of Article 15-A as set forth under this procurement and in conjunction with the corresponding contract, will result in the withholding of associated funds and other enforcement proceedings set forth under Article 15-A.**

## 2.) Submission

### **Documents to be submitted with this proposal**

This section details the submission document or documents that are expected to be transmitted by the respondent to the State Education Department in response to this RFP. New York State Education Department shall own all materials, processes, and products (software, code, documentation and other written materials) developed under this contract. Materials prepared under this contract shall be in a form that will be ready for copyright in the name of the New York State Education Department. Any sub-contractor is also bound by these terms. The submission will become the basis on which NYSED will judge the respondent's ability to perform the required services as laid out in the RFP. This will be followed by various terms and conditions that reflect the specific needs of this project.

### **Project Submission:**

The proposal submitted in response to this RFP must include the following documents:

1. Submission Documents – Two (2) copies (one bearing an original signature)
2. Technical Proposal – Five (5) copies (one bearing an original signature)
3. Cost Proposal – Three (3) copies (one bearing an original signature)
4. M/WBE Documents – Two (2) copies (one bearing an original signature)
5. CD format – One (1) electronic version with the submission, technical, cost, and M/WBE proposals.  
Please place the CD-ROM in a separate envelope.

The proposal must be received by **October 23, 2017 at 3:00 PM** at NYSED in Albany, NY.

Proposals should be prepared simply and economically, avoiding the use of elaborate promotional materials beyond those sufficient to provide complete presentation. If supplemental materials are a necessary part of the proposal, the bidder should reference these materials in the technical proposal, identifying the document(s) and citing the appropriate section and page(s) to be reviewed.

The proposal must communicate an understanding of the deliverables of the RFP, describe how the tasks are to be performed and identify potential problems in the conduct of the deliverables and methods to identify and solve such problems.

Bidders should specify all details and dates required to evaluate the technical proposal and should limit aspects of the project plan which are to be determined only after the award of a contract. No optional deliverables to be provided only at an additional cost should be included and will not be considered in the evaluation of the technical proposal. Contractual terms, conditions and assumptions are inappropriate for inclusion in the proposal.

Any proprietary material considered confidential by the bidder must specifically be so identified, and the basis for such confidentiality must be specifically set forth in the proposal by submitting the form "Request for Exemption from Disclosure Pursuant to the Freedom of Information Law," located in 5) Submission Documents.

**The proposal will be based on a total possible score of one hundred (100) points.**

**Instructions for Technical Proposal:**

The original plus four copies of the Technical Proposal must be mailed in a separate envelope labeled, “**RFP#17-018a Technical Proposal Do Not Open**” and must include in the following order:

- Mandatory Requirements Certification Form **Signature Required**
- Project Description (Sections I-III below)
- Resumes
- Request for Exemption from Disclosure Pursuant to Freedom of Information Law, if applicable (see Submission Documents)

**Project Description** (*Label each section as noted below so that it is immediately clear that all parts are included.*)

Section I: Executive Summary (No Points)

One-page abstract that succinctly describes the scope of work and the bidder’s ability and experience providing the deliverables (activities) required.

Section II: Project Oversight (30 Points)

- Provide information about the mission, goals, and areas of expertise of the bidder.
- Describe the bidder’s past experience and successes with other state agencies.
- Describe the experience and success the bidder has providing educational programs aligned to state standards training (or professional development/training services) to Hispanic youth.
- Describe the experience and success the bidder has providing training (or professional development/training activities) that are consistent with State academic standards and with the Common Core State Standards.
- Describe the qualifications of professional staff with emphasis on their education, training and experience. Include resumes of the coordinator and other professional staff. If applicable, describe the qualifications, including relevant training and experience, of subcontractors and/or consultants.
- Describe the experience of the bidder in website development and maintenance.
- Describe the purpose of the Washington DC trip and how it supports the curriculum/purpose of the school (or program). Include the number of staff that will accompany the students and the number of Chaperones that will accompany the students and who will serve as a Chaperone. A chaperone can be a parent. The term “parent” means the student’s parent(s) or guardian(s), or any person(s) in a parental or custodial relationship to the student, or the student, if he/she is an emancipated minor or has reached 18 years of age.

Section III: Work Plan for Year One (40 Points)

- The Work Plan should provide a comprehensive description of the proposed activities that will support the plan and their alignment with Common Core State standards.
- Describe the proposed strategy to work with the conference planners for the Somos el Futuro conference.
- Provide details about how the project will be administered and coordinated.

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- Provide details about how the activities will make use of integration of technology and/or web based communication.
- Describe how evaluation results will be used in the following year to refine, improve, and strengthen the delivery of training (or professional development) programs in succeeding years.
- Describe how the vendor will provide information and assistance to the independent evaluators.

## Cost Proposal

**(30 Points)**

The original plus two (2) copies of the completed Cost Proposal must be mailed in a separate envelope labeled **RFP #17-018a-Cost Proposal-Do Not Open** and must include the following:

- 1.) Bid Form Cost Proposal for Year One (7/1/18-6/30/19)
- 2.) Four Year Budget Summary (7/1/18-6/30/22)
- 3.) Subcontracting Form
- 4.) M/WBE Purchases Form
- 5.) Budget Narrative

Provide a detailed budget for the first year (7/1/18-6/30/19) as well as a four year budget summary for the period 7/1/18-6/30/22.

## Budget Narrative

Bidders should include a budget narrative (no points given) to support the activities described in the work plan.

The budget narrative will include a description of necessary expenditures within all categories of the budget. It is expected that the greatest portion of the allocation be devoted to the provision of direct services to support the programs. The bidder is not responsible for stipends to the teachers, substitute teacher costs, or travel costs for the nonpublic teachers (no points given).

Instructional supplies and materials are limited to ten percent (10%) of the annual contract budget.

**Budgets should be submitted using whole dollar numbers.**

The budget forms are located in 5.) **Submission Documents**. The budget should list positions by title, hourly rate or salary, estimated hours, and cost. All budget items must be allowable, specific in detail and justified. When budgeting for future years, bidders should factor in any anticipated cost increases, due to negotiated salary increases, etc. NYSED reserves the right to determine whether the anticipated annual costs are reasonable.

**The Financial Criteria portion of the RFP will be scored based upon the grand total of the four year budget summary.**

## M/WBE Documents

The original and one copy of the completed M/WBE Documents must be mailed in a separate envelope labeled **RFP #17-018a-M/WBE Documents-Do Not Open**. Please return the documents listed for the compliance method bidder has achieved:

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**Full Participation-No Request for Waiver**

1. M/WBE Cover Letter
2. **M/WBE 100** Utilization Plan
3. **M/WBE 102** Notice of Intent to Participate
4. **EEO 100** Staffing Plan

**Signatures Required**

**Partial Participation-Partial Request for Waiver**

1. M/WBE Cover Letter
2. **M/WBE 100** Utilization Plan
3. **M/WBE 102** Notice of Intent to Participate
4. **EEO 100** Staffing Plan
5. **M/WBE 101** Request for Waiver
6. **M/WBE 105** Contractor's Good Faith Efforts

**Signatures Required**

**No Participation-Request for Complete Waiver**

1. M/WBE Cover Letter
2. **M/WBE 101** Request for Waiver
3. **M/WBE 105** Contractor's Good Faith Efforts

**Signatures Required**



### 3.) Evaluation Criteria and Method of Award

This section begins with the criteria the agency will use to evaluate bids, and closes with the “method of award” or how the contractor will be selected. This will be followed by various terms and conditions that reflect the specific needs of this project as well as New York State contract guidelines and requirements.

#### Criteria for Evaluating Bids

All complete proposals received by the deadline will be reviewed using the following criteria and ratings. Applicants must ensure that all components of this application request have been addressed, the required number of copies has been provided, all forms and assurances have been completed, and the original signatures in **blue ink** are included as required.

The technical portion of the proposal will be reviewed and rated by the evaluation committee according to the criteria below.

#### Technical Criteria

**(70 Points)**

Each proposal received by the deadline will be reviewed and rated on the quality and extent to which the bidder meets the following criteria:

Section I: Executive Summary (No Points)

Section II: Project Oversight (30 Points)

Section III: Work Plan for Year One (40 Points)

#### Financial Criteria

**(30 Points)**

The proposed budgets should outline the use of funds. Each budget will be reviewed to determine the extent to which the budget is adequate to support the project, and that the costs are reasonable.

**The Financial Criteria portion of the RFP will be scored based upon the grand total of the 4 year Budget Summary. When budgeting for future years, bidders should factor in any anticipated cost increase, due to negotiated salary increases, etc. NYSED reserves the right to determine whether the anticipated annual costs are reasonable.**

- The **financial portion** of the proposal represents **thirty (30) points** of the overall score and will be awarded points pursuant to a formula. This calculation will be computed by the Contract Administration Unit upon completion of the technical scoring by the technical review panel.
- The submitted budget will be awarded points pursuant to a formula which awards the highest score of **thirty (30) points** to the budget that reflects the lowest overall cost. The remaining budgets will be awarded points based on a calculation that computes the relative difference of each proposal against the lowest budget submitted. The resulting percentage is then applied to the maximum point value of **thirty (30) points**.

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- NYSED reserves the right to request best and final offers. In the event NYSED exercises this right, all bidders will be asked to provide a best and final offer. The Contract Administration Unit will recalculate the financial score.

### **Method of Award**

The aggregate score of all the criteria listed will be calculated for each proposal received.

The contract issued pursuant to this proposal will be awarded to the bidder whose aggregate technical and cost score is the highest among all the proposals rated. If NYSED exercises the right to request best and final offers, the contract must be issued to the bidder with the highest aggregate technical and financial score that results from the best and final offer.

In the event that more than one proposal obtains the highest aggregate score, the contract will be awarded to the bidder in that group of highest aggregate scores whose budget component reflects the lowest overall cost.

### **NYSED's Reservation of Rights**

NYSED 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 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) waive any requirements that are not material; (11) negotiate with the successful bidder within the scope of the RFP in the best interests of the state; (12) conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder; (13) utilize any and all ideas submitted in the proposals received; (14) unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 90 days from the bid opening; (15) 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; (16) request best and final offers.

### **Post Selection Procedures**

Upon selection, the successful bidder will receive a proposed contract from NYSED. All terms set forth in the selected bidder's technical proposal will be final. The selected bidder may be given an opportunity to reduce its cost proposal in accordance with the agency's right to negotiate a final best price. The contents of this RFP, any subsequent correspondence during the proposal evaluation period, and such other stipulations as agreed upon may be made a part of the final contract prepared by NYSED. Successful bidders may be subject to audit and should ensure that adequate controls are in place to document the allowable activities and expenditure of State funds.

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### **Debriefing Procedures**

All unsuccessful bidders may request a debriefing within fifteen (15) calendar days of receiving notice from NYSED. Bidders may request a debriefing letter on the selection process regarding this RFP by submitting a written request to the Fiscal Contact person at:

NYS Education Department  
Contract Administration Unit  
89 Washington Avenue  
Room 501W EB  
Albany, NY 12234

The Fiscal Contact person will make arrangements with program staff to provide a written summary of the proposal's strengths and weaknesses, as well as recommendations for improvement. Within ten (10) business days, the program staff will issue a written debriefing letter to the bidder.

### **Contract Award Protest Procedures**

Bidders who receive a notice of non-award may protest the NYSED award decision subject to the following:

1. The protest must be in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award by NYSED.

2. The protest must be filed within ten (10) business days of receipt of a debriefing letter. The protest letter must be filed with:

NYS Education Department  
Contract Administration Unit  
89 Washington Avenue  
Room 510W EB  
Albany, NY 12234

3. The NYSED Contract Administration Unit (CAU) will convene a review team that will include at least one staff member from each of NYSED's Office of Counsel, CAU, and the Program Office. The review team will review and consider the merits of the protest and will decide whether the protest is approved or denied. Counsel's Office will provide the bidder with written notification of the review team's decision within seven (7) business days of the receipt of the protest. The original protest and decision will be filed with OSC when the contract procurement record is submitted for approval and CAU will advise OSC that a protest was filed.

4. The NYSED Contract Administration Unit (CAU) may summarily deny a protest that fails to contain specific factual or legal allegations, or where the protest only raises issues of law that have already been decided by the courts.

### **Vendor Responsibility**

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State law requires that the award of state contracts be made to responsible vendors. Before an award is made to a not-for-profit entity, a for-profit entity, a private college or university or a public entity not exempted by the Office of the State Comptroller, NYSED must make an affirmative responsibility determination. The factors to be considered include: legal authority to do business in New York State; integrity; capacity- both organizational and financial; and previous performance. Before an award of \$100,000 or greater can be made to a covered entity, the entity will be required to complete and submit a [Vendor Responsibility Questionnaire](#). School districts, Charter Schools, BOCES, public colleges and universities, public libraries, and the Research Foundation for SUNY and CUNY are some of the exempt entities. A complete list of exempt entities can be viewed at the [Office of the State Comptroller's website](#).

NYSED 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](#) or go directly to the [VendRep System on the Office of the State Comptroller's website](#).

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 Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at [ITServiceDesk@osc.state.ny.us](mailto:ITServiceDesk@osc.state.ny.us).

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the [VendRep website](#) or may contact NYSED or the Office of the State Comptroller's Help Desk for a copy of the paper form.

### **Subcontractors:**

For vendors using subcontractors, a Vendor Responsibility Questionnaire and a NYSED vendor responsibility review are required for a subcontractor where:

- the subcontractor is known at the time of the contract award;
- the subcontractor is not an entity that is exempt from reporting by OSC; and
- the subcontract will equal or exceed \$100,000 over the life of the contract

**Note: Bidders must acknowledge their method of filing their questionnaire by checking the appropriate box on the Response Sheet for Bids (5. Submission Documents).**

## **PROCUREMENT LOBBYING LAW**

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between the New York State Education Department ("NYSED") and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of the solicitation through final award and approval of the Procurement Contract by NYSED and, if applicable, Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified below. NYSED employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two

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findings within a four year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found at [NYSED's Procurement Lobbying Law Policy Guidelines webpage](#).

Designated Contacts for NYSED  
Program Office – **(Juan Vargas)**  
Contract Administration Unit – **(Adam Kutryb)**  
M/WBE – **(Joan Ramsey)**

## Consultant Disclosure Legislation

Effective June 19, 2006, new reporting requirements became effective for State contractors, as the result of an amendment to State Finance Law §§ 8 and 163. As a result of these changes in law, State contractors will be required to disclose, by employment category, the number of persons employed to provide services under a contract for consulting services, the number of hours worked and the amount paid to the contractor by the State as compensation for work performed by these employees. This will include information on any persons working under any subcontracts with the State contractor.

Chapter 10 of the Laws of 2006 expands the definition of contracts for consulting services to include any contract entered into by a State agency for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal, or similar services.

To enable compliance with the law, State agencies must include in the Procurement Record submitted to OSC for new consultant contracts, the State Consultant Services Contractor's Planned Employment From Contract Start Date Through the End of the Contract Term ([Form A](#) - see link below). The completed form must include information for all employees providing service under the contract whether employed by the contractor or a subcontractor. Please note that the form captures the necessary planned employment information ***prospectively from the start date of the contract through the end of the contract term.***

Form A is available on [OSC's website](#).

Chapter 10 of the Laws of 2006 mandates that State agencies must now require State contractors to **report annually** on the employment information described above, including work performed by subcontractors. The legislation mandates that the annual employment reports are to be submitted by the contractor to the contracting agency, to OSC and to the Department of Civil Service. State Consultant Services Contractor's Annual Employment Report ([Form B](#) - see link below) is to be used to report the information for all procurement contracts above \$15,000. Please note that, in contrast to the information to be included on Form A, which is a one-time report of planned employment data for the entire term of a consulting contract on a projected basis, ***Form B will be submitted each year the contract is in effect and will capture historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 – March 31).***

Form B is available on [OSC's website](#).

For more information, please visit [OSC Guide to Financial Operations](#).

## Public Officer's Law Section 73

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All bidders must comply with Public Officer's Law Section 73 (4)(a), as follows:

4. (a) No statewide elected official, state officer or employee, member of the legislature, legislative employee or political party chairman or firm or association of which such person is a member, or corporation, ten per centum or more of the stock of which is owned or controlled directly or indirectly by such person, shall (i) sell any goods or services having a value in excess of twenty-five dollars to any state agency, or (ii) contract for or provide such goods or services with or to any private entity where the power to contract, appoint or retain on behalf of such private entity is exercised, directly or indirectly, by a state agency or officer thereof, unless such goods or services are provided pursuant to an award or contract let after public notice and competitive bidding. This paragraph shall not apply to the publication of resolutions, advertisements or other legal propositions or notices in newspapers designated pursuant to law for such purpose and for which the rates are fixed pursuant to law.

(i) The term "state officer or employee" shall mean:

(i) heads of state departments and their deputies and assistants other than members of the board of regents of the university of the state of New York who receive no compensation or are compensated on a per diem basis;

(ii) officers and employees of statewide elected officials;

(iii) officers and employees of state departments, boards, bureaus, divisions, commissions, councils or other state agencies other than officers of such boards, commissions or councils who receive no compensation or are compensated on a per diem basis; and

(iv) members or directors of public authorities, other than multistate authorities, public benefit corporations and commissions at least one of whose members is appointed by the governor, who receive compensation other than on a per diem basis, and employees of such authorities, corporations and commissions.

Review [Public Officer's Law Section 73](#).

### **NYSED Substitute Form W-9**

Any payee/vendor/organization receiving Federal and/or State payments from NYSED must complete the NYSED Substitute Form W-9 if they are not yet registered in the Statewide Financial System centralized vendor file.

The NYS Education Department (NYSED) is using the NYSED Substitute Form W-9 to obtain certification of a vendor's Tax Identification Number in order to facilitate a vendor's registration with the SFS centralized vendor file and to ensure accuracy of information contained therein. We ask for the information on the NYSED Substitute Form W-9 to carry out the Internal Revenue laws of the United States.

### **Workers' Compensation Coverage and Debarment**

New York State Workers' Compensation Law (WCL) has specific coverage requirements for businesses contracting with New York State and additional requirements which provide for the debarment of vendors that violate certain sections of WCL. The WCL requires, and has required since introduction of the law in 1922, the heads of all municipal and State entities to ensure that businesses

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have appropriate workers' compensation and disability benefits insurance coverage *prior* to issuing any permits or licenses, or *prior* to entering into contracts.

Workers' compensation requirements are covered by WCL Section 57, while disability benefits are covered by WCL Section 220(8). The Workers' Compensation Benefits clause in Appendix A – STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS states that in accordance with Section 142 of the State Finance Law, a contract shall be void and of no force and effect unless the contractor provides and maintains coverage during the life of the contract for the benefit of such employees as are required to be covered by the provisions of the WCL.

Under provisions of the 2007 Workers' Compensation Reform Legislation (WCL Section 141-b), any person, or entity substantially owned by that person: subject to a final assessment of civil fines or penalties, subject to a stop-work order, or convicted of a misdemeanor for violation of Workers' Compensation laws Section 52 or 131, is barred from bidding on, or being awarded, any public work contract or subcontract with the State, any municipal corporation or public body for one year for each violation. The ban is five years for each felony conviction.

### **PROOF OF COVERAGE REQUIREMENTS**

The Workers' Compensation Board has developed several forms to assist State contracting entities in ensuring that businesses have the appropriate workers' compensation and disability insurance coverage as required by Sections 57 and 220(8) of the WCL.

***Please note – an ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.***

#### **Proof of Workers' Compensation Coverage**

To comply with coverage provisions of the WCL, the Workers' Compensation Board requires that a business seeking to enter into a State contract submit appropriate proof of coverage to the State contracting entity issuing the contract. For each new contract or contract renewal, the contracting entity must obtain ONE of the following forms from the contractor and submit to OSC to prove the contractor has appropriate workers' compensation insurance coverage:

- **Form C-105.2** – Certificate of Workers' Compensation Insurance issued by private insurance carriers, or **Form U-26.3** issued by the State Insurance Fund; or
- **Form SI-12**– Certificate of Workers' Compensation Self-Insurance; or **Form GSI-105.2** Certificate of Participation in Workers' Compensation Group Self-Insurance; or
- **CE-200**– Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

#### **Proof of Disability Benefits Coverage**

To comply with coverage provisions of the WCL regarding disability benefits, the Workers' Compensation Board requires that a business seeking to enter into a State contract must submit appropriate proof of coverage to the State contracting entity issuing the contract. For each new contract

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or contract renewal, the contracting entity must obtain ONE of the following forms from the contractor and submit to OSC to prove the contractor has appropriate disability benefits insurance coverage:

- a) **Form DB-120.1** - Certificate of Disability Benefits Insurance; or
- b) **Form DB-155**- Certificate of Disability Benefits Self-Insurance; or
- c) **CE-200**– Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.

For additional information regarding workers' compensation and disability benefits requirements, please refer to the [New York State Workers' Compensation Board](#) website. Alternatively, questions relating to either workers' compensation or disability benefits coverage should be directed to the NYS Workers' Compensation Board, Bureau of Compliance at (518) 486-6307.

**Please note that although these forms are not required as part of the bid submissions, NYSED encourages bidders to include them in their bid submission to expedite contract execution if the bidder is awarded the contract. Note also that only the forms listed above are acceptable.**

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

Tax Law § 5-a requires contractors awarded State contracts for commodities or services valued at more than \$100,000 over the full term of the contract to certify to the New York State Department of Taxation and Finance ("DTF") that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specific period of time. The registration requirement applies if the contractor made a cumulative total of more than \$300,000 in sales during the four completed sales tax quarters which immediately precede the sales tax quarter in which the certification is made. Sales tax quarters are June – August, September – November, December – February, and March – May. In addition, contractors must certify to DTF that each affiliate and subcontractor of such contractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also certify to the procuring State entity that they filed the certification with the DTF and that it is correct and complete.

The selected bidder must file a properly completed Form ST-220-CA (with the Contracting Agency) 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](#). Forms are available through these links:

- [ST-220 CA form](#) is available at the New York State Department of Taxation and Finance's website.
- [ST-220 TD form](#) is available at the New York State Department of Taxation and Finance's website.

**Please note that although these forms are not required as part of the bid submissions, NYSED encourages bidders to include them with their bid submissions to expedite contract execution if the bidder is awarded the contract.**



**4.) Assurances**

The State of New York Agreement, Appendix A – Standard Clause for all New York State Contracts, and Appendix A-1 **WILL BE INCLUDED** in the contract that results from this RFP. Vendors who are unable to complete or abide by these assurances should not respond to this request.

The documents listed below are included in **5.) Submission Documents**, which must be signed by the Chief Administrative Officer. Please review the terms and conditions. Certain documents will become part of the resulting contract that will be executed between the successful bidder and the NYS Education Department.

1. Non-Collusion Certification
2. MacBride Certification
3. Certification-Omnibus Procurement Act of 1992
4. Certification Regarding Lobbying; Debarment and Suspension; and Drug-Free Workplace Requirements
5. Offerer Disclosure of Prior Non-Responsibility Determinations
6. NYSED Substitute Form W-9 (If bidder is not yet registered in the SFS centralized vendor file.)
7. Iran Divestment Act Certification

M/WBE Documents – **(the forms below are included in 5.) Submission Documents)**

Please return the documents listed for the compliance method bidder has achieved:

**Full Participation-No Request for Waiver**

**Signatures Required**

1. M/WBE Cover Letter
2. **M/WBE 100** Utilization Plan
3. **M/WBE 102** Notice of Intent to Participate
4. **EEO 100** Staffing Plan

**Partial Participation-Partial Request for Waiver**

**Signature Required**

1. M/WBE Cover Letter
2. **M/WBE 100** Utilization Plan
3. **M/WBE 102** Notice of Intent to Participate
4. **EEO 100** Staffing Plan
5. **M/WBE 101** Request for Waiver
6. **M/WBE 105** Contractor's Good Faith Efforts

**No Participation-Request for Complete Waiver**

**Signature Required**

1. M/WBE Cover Letter
2. **M/WBE 101** Request for Waiver
3. **M/WBE 105** Contractor's Good Faith Efforts

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## STATE OF NEW YORK AGREEMENT

This AGREEMENT is hereby made by and between the People of the State of New York, acting through MaryEllen Elia, Commissioner of Education of the State of New York, party of the first part, hereinafter referred to as the (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

### WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

### I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

### II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to

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exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

### III. Terminations

A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.

B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules, regulations, policies or procedures affecting this AGREEMENT.

C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A1.

D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.

E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.

F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

### IV. Indemnification

A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.

B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claim, demand or application to or for any right based upon any different status.

### V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules or regulations, or as stated in Appendix A1.

### VI. Safeguards for Services and Confidentiality

A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.

C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A1.

**Appendix A**  
**STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor

will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is

participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay

payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will

not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 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. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
[NYS M/WBE Directory](#)

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.**

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.**

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.**

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

**24. PROCUREMENT LOBBYING.**

To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such

certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a 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" ("[Prohibited Entities List](#)").

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency 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 the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency 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.

(January 2014)

## APPENDIX A-1

### Payment and Reporting

- A. In the event that Contractor shall receive, from any source whatsoever, sums the payment of which is in consideration for the same costs and services provided to the State, the monetary obligation of the State hereunder shall be reduced by an equivalent amount provided, however, that nothing contained herein shall require such reimbursement where additional similar services are provided and no duplicative payments are received.
- B. For each individual for whom costs are claimed under this agreement, the contractor warrants that the individual has been classified as an employee or as an independent contractor in accordance with 2 NYCRR 315 and all applicable laws including, but not limited to, the Internal Revenue Code, the New York Retirement and Social Security Law, the New York Education Law, the New York Labor Law, and the New York Tax Law. Furthermore, the contractor warrants that all project funds allocated to the proposed budget for Employee Benefits, represent costs for employees of the contractor only and that such funds will not be expended on any individual classified as an independent contractor.

### Terminations

- A. The State may terminate this Agreement without cause by thirty (30) days prior written notice. In the event of such termination, the parties will adjust the accounts due and the Contractor will undertake no additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to wind down activities hereunder.
- B. SED reserves the right to terminate this Agreement in the event it is found that the certification by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, SED may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

### Responsibility Provisions

- A. **General Responsibility Language:**  
The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Education or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.
- B. **Suspension of Work (for Non-Responsibility)**  
The Commissioner of Education or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Education or his or her designee issues a written notice authorizing a resumption of performance under the Contract.
- C. **Termination (for Non-Responsibility)**  
Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate SED officials or staff, the Contract may be terminated by the Commissioner of Education or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of Education or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

### Property

- A. The Contractor shall maintain a complete inventory of all realty, equipment and other non-expendable assets including, but not limited to, books, paintings, artifacts, rare coins, antiques and other collectible items purchased, improved or



developed under this agreement. The Contractor shall submit a copy of the inventory in a form identical to or essentially similar to, Exhibit A annexed hereto. The term "non-expendable assets" shall mean for the purposes of this agreement any and all assets which are not consumed during the term of this agreement and which have a cost of One Thousand Dollars (\$1,000) or more.

Inventories for non-expendable assets must be submitted with the final expenditure report. In addition to or as part of whatever rights the State may have with respect to the inspection of the Contractor, the State shall have the right to inspect the inventory without notice to the Contractor.

The Contractor shall not at any time sell, trade, convey or otherwise dispose of any non-expendable assets having a market value in excess of Two Thousand Dollars (\$2,000) at the time of the desired disposition without the express permission of the State. The Contractor may seek permission in writing by certified mail to the State.

The Contractor shall not at any time use or allow to be used any non-expendable assets in a manner inconsistent with the purposes of this agreement.

- B. If the Contractor wishes to continue to use any of the non-expendable assets purchased with the funds available under this agreement upon the termination of this agreement, it shall request permission from the State in writing for such continued use within twenty-five (25) days of the termination of this agreement. The Contractor's request shall itemize the non-expendable assets for which continued use is sought. The State may accept, reject or accept in part such request. If the request for continued use is allowed to any degree, it shall be conditioned upon the fact that said equipment shall continue to be used in accordance with the purposes of this agreement.

If after the State grants permission to the Contractor for "continued use" as set forth above the non-expendable assets are not used in accordance with the purposes of this agreement, the State in its discretion may elect to take title to such assets and may assert its right to possession upon thirty (30) days prior written notice by certified mail to the Contractor. The State upon obtaining such non-expendable assets may arrange for their further use in the public interest as it in its discretion may decide.

- C. Upon termination of this agreement, the State in its discretion may elect to take title and may assert its right to possession of any non-expendable assets upon thirty (30) days prior written notice by certified mail to the Contractor. The State's option to elect to take title shall be triggered by the termination of this agreement or by the State's rejection of continued use of non-expendable assets by the Contractor as set forth herein. The State upon obtaining such non-expendable assets may arrange for their further use in the public interest as it in its discretion may decide.
- D. The terms and conditions set forth herein regarding non-expendable assets shall survive the expiration or termination, for whatever reason, of this agreement.

#### Safeguards for Services and Confidentiality

- A. Any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department. The material prepared under the terms of this agreement by the Contractor shall be prepared by the Contractor in a form so that it will be ready for copyright in the name of the New York State Education Department. Should the Contractor use the services of consultants or other organizations or individuals who are not regular employees of the Contractor, the Contractor and such organization or individual shall, prior to the performance of any work pursuant to this agreement, enter into a written agreement, duly executed, which shall set forth the services to be provided by such organization or individual and the consideration therefor. Such agreement shall provide that any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department and that such work shall be prepared in a form ready for copyright by the New York State Education Department. A copy of such agreement shall be provided to the State.
- B. Required Web Accessibility of Delivered Documents and Applications. If applicable, all documentation, applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Education Department IT Policy NYSED-WEBACC-001, Web Accessibility Policy, which requires that documents, web-based information and applications are accessible to persons with disabilities. All delivered documentation and applications must conform to NYSED-WEBACC-001 as determined by quality assurance testing. Such quality assurance

testing will be conducted by NYSED employee or contractor and the results of such testing must be satisfactory to NYSED before documents and applications will be considered a qualified deliverable under the contract or procurement.

- C. All reports of research, studies, publications, workshops, announcements, and other activities funded as a result of this proposal will acknowledge the support provided by the State of New York.
- D. This agreement cannot be modified, amended, or otherwise changed except by a writing signed by all parties to this contract.
- E. No failure to assert any rights or remedies available to the State under this agreement shall be considered a waiver of such right or remedy or any other right or remedy unless such waiver is contained in a writing signed by the party alleged to have waived its right or remedy.
- F. Expenses for travel, lodging, and subsistence shall be reimbursed at the per diem rate in effect at the time for New York State Management/Confidential employees.
- G. No fees shall be charged by the Contractor for training provided under this agreement.
- H. Partisan Political Activity and Lobbying. Funds provided pursuant to this Agreement shall not be used for any partisan political activity or for activities that may influence legislation or the election or defeat of any candidate for public office.
- I. Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.
- J. This agreement, including all appendices, is, upon signature of the parties and the approval of the Attorney General and the State Comptroller, a legally enforceable contract. Therefore, a signature on behalf of the Contractor will bind the Contractor to all the terms and conditions stated therein.

**The parties to this agreement intend the foregoing writing to be the final, complete, and exclusive expression of all the terms of their agreement.**

#### Certifications

- A. Contractor certifies that it has met the disclosure requirements of State Finance Law §139-k and that all information provided to the State Education Department with respect to State Finance Law §139-k is complete, true and accurate.
- B. Contractor certifies that it has not knowingly and willfully violated the prohibitions against impermissible contacts found in State Finance Law §139-j.
- C. Contractor certifies that no governmental entity has made a finding of nonresponsibility regarding the Contractor in the previous four years.
- D. Contractor certifies that no governmental entity or other governmental agency has terminated or withheld a procurement contract with the Contractor due to the intentional provision of false or incomplete information.
- E. Contractor affirms that it understands and agrees to comply with the procedures of the STATE relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6)(b).
- F. Contractor certifies that it is in compliance with NYS Public Officers Law, including but not limited to, §73(4)(a).

#### Notices

Any written notice or delivery under any provision of this AGREEMENT shall be deemed to have been properly made if sent by certified mail, return receipt requested to the address(es) set forth in this Agreement, except as such address(es) may be changed by notice in writing. Notice shall be considered to have been provided as of the date of receipt of the notice by the receiving party.

Miscellaneous

- A. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.
- B. If required by the Office of State Comptroller ("OSC") Bulletin G-226 and State Finance Law §§ 8 and 163, Contractor agrees to submit an initial planned employment data report on Form A and an annual employment report on Form B. State will furnish Form A and Form B to Contractor if required.

The initial planned employment report must be submitted at the time of approval of this Agreement. The annual employment report on Form B is due by May 15th of each year and covers actual employment data performed during the prior period of April 1st to March 31st. Copies of the report will be submitted to the NYS Education Department, OSC and the NYS Department of Civil Service at the addresses below.

By mail: NYS Office of the State Comptroller  
Bureau of Contracts  
110 State Street, 11<sup>th</sup> Floor  
Albany, NY 12236  
Attn: Consultant Reporting

By fax: (518) 474-8030 or (518) 473-8808

Reports to DCS are to be transmitted as follows:

By mail: NYS Department of Civil Service  
Office of Counsel  
Alfred E. Smith Office Building  
Albany, NY 12239

Reports to NYSED are to be transmitted as follows:

By mail: NYS Education Department  
Contract Administration Unit  
Room 505 W EB  
Albany, NY 12234

By fax: (518) 408-1716

- C. Consultant Staff Changes. If this is a contract for consulting services, Contractor will maintain continuity of the consultant team staff throughout the course of the contract. All changes in staff will be subject to STATE approval. The replacement consultant(s) with comparable skills will be provided at the same or lower hourly rate.
- D. Order of Precedence. In the event of any discrepancy, disagreement, conflict or ambiguity between the various documents, attachments and appendices comprising this contract, they shall be given preference in the following order to resolve any such discrepancy, disagreement, conflict or ambiguity:
  - 1. Appendix A – Standard Clauses for all State Contracts
  - 2. State of New York Agreement
  - 3. Appendix A-1 - Agency Specific Clauses
  - 4. Appendix X - Sample Modification Agreement Form (where applicable)
  - 5. Appendix A-3 - Minority/Women-owned Business Enterprise Requirements (where applicable)
  - 6. Appendix B - Budget
  - 7. Appendix C – Payment and Reporting Schedule
  - 8. Appendix R – Data Security and Privacy Plan (where applicable)
  - 9. Appendix S – Parents’ Bill of Rights for Data Privacy and Security (where applicable)
  - 10. Appendix S-1 - Attachment to Parents’ Bill of Rights (where applicable)

