

REQUEST FOR PROPOSAL (RFP)

RFP# 19-019

NEW YORK STATE EDUCATION DEPARTMENT

Title: The New York State Center for School Safety (CFSS) Technical Assistance Center

The New York State Education Department's (NYSED) **Office of Student Support Services (SSS)** is seeking proposals for the operation of the New York State Center for School Safety (CFSS), a statewide technical assistance center for schools. The services that the Center provides to school districts are critical to the health and safety of students, district and school staff, families and communities throughout the State. Such services include providing professional development and technical assistance at the school and the school district levels; reviewing district safety plans; conducting on-site reviews of policies and practices; responding quickly and efficaciously to emergency situations that may arise; evaluating and analyzing aggregate, deidentified, publicly available student data related to attendance, disciplinary referrals, and suspension as well as incidents of violent and/or bullying, harassment, and discrimination. In addition, the Center will support safe and supportive school environments free from bullying, harassment and discrimination and providing support to the schools receiving Safe and Supportive Schools grants. The work of the Center helps school personnel provide and maintain safe, supportive and healthy learning environments for the students of the State of New York. Such environments are paramount for students to have the ability to learn, participate, and excel in all learning opportunities.

The Center will assist schools in creating and maintaining a comprehensive systems-approach model for safe and supportive learning environments. The development and maintenance of a resource-enhanced website and cataloging of resources and best practices to assist schools in ensuring measurable safe and supportive learning environments will also be required. The Center will work under the direction of and in cooperation and collaboration with NYSED, SSS staff, and other agencies NYSED has chosen as resources to provide supplementary/complementary supports and to ensure that technical assistance and professional development efforts are aligned with the intent of the Safe Schools Against Violence in Education Act (Project SAVE), the Dignity for All Students Act (DASA), [NYSED's Social Emotional Learning: Essential for Learning, Essential for Life, Essential for New York](#) .and the New York Secure Ammunition Firearms Enforcement Act (NYSAFE Act).

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.

NYSED will award **one** contract pursuant to this RFP. The contract resulting from this RFP will be for a term anticipated to begin July 1, 2020 and to end June 30, 2025.

Service Area: The Center will serve all schools in New York State, including all five boroughs within New York City, with a focus on schools designated by NYSED as being Potentially Persistently Dangerous (PD), Persistently Dangerous, districts receiving Safe and Supportive Schools grants and schools and districts identified by SSS.

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.

Mandatory Requirements: See Mandatory Requirements section of the RFP.

Components contained in RFP Proposal #19-019 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)
- 6.) Appendices

Questions regarding the request must be submitted by email to rfp19-019@nysed.gov no later than the close of business March 16, 2020. Questions regarding this request should be identified as Program, Fiscal or M/WBE. A Questions and Answers Summary will be posted to <http://www.p12.nysed.gov/comprocontracts/comprocontracts.html> no later than March 30, 2020. The following are the designated contacts for this procurement:

Program Matters

Gwyn Marschman

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Fiscal Matters

Adam Kutryb

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M/WBE 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 **April 17, 2020 by 3:00 PM:**

1. Submission Documents labeled **Submission Documents - RFP #19-019 Do Not Open**
2. Technical Proposal labeled **Technical Proposal - RFP #19-019 Do Not Open**
3. Cost Proposal labeled **Cost Proposal – RFP #19-019 Do Not Open**
4. M/WBE Documents labeled **M/WBE Documents—RFP #19-019 Do Not Open**
5. CD or USB Flash Drive containing the technical, cost, submission and M/WBE proposals submitted using Microsoft Office. Place in a separate envelope labeled **CD/USB—RFP #19-019 Do Not Open.**

The mailing address for all the above documentation is:

NYS Education Department
Bureau of Fiscal Management
Attn: Adam Kutryb, RFP# 19-019
Contract Administration Unit
89 Washington Avenue, Room 501W EB
Albany, NY 12234

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 eligible bidder must agree to the Mandatory Requirements found below and must submit the Mandatory Requirements Certification Form, as well as the Technical Assistance Center (TAC) Certification Form, both located in 5.) Submission Documents. These required forms must be signed by an authorized person. **Bids that do not comply with the Mandatory Requirements and include both forms will be disqualified.**

MANDATORY LOCATION REQUIREMENT

The Center must maintain an office in New York State where center staff are located throughout the term of the contract. Bidders will indicate the location of their New York State office in the Mandatory Certification form located in 5.) Submission Documents.

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 purpose of this RFP is to establish a Center that will provide leadership, guidance, training and supports to all New York State school, district and BOCES administrators and staff as well as students, parents, families, and community members on topics related to safe and supportive schools and improving school climate and safety.

Since 1999, when a horrific mass school shooting took the lives of 13 students in Columbine High School in Colorado, concerns about safety in our schools continue to rise. These concerns led to the passage of the Safe Schools Against Violence in Education Act (Project SAVE) in New York in July 2000, to require schools to facilitate a safer learning environment in New York State schools. The SAVE legislation requires schools and districts to develop district-wide school safety plans, building-level emergency response plans, codes of conduct, uniform violent incident reporting procedures, procedures for addressing incidents of bullying, harassment or discrimination, instruction in civility, citizenship and character education, and provide school violence prevention training each year for staff. In 2013, the Governor signed into law the NYS SAFE Act that included a provision

requiring the creation of the School Safety Improvement Team (SSIT), comprised of the following New York State agencies: Governor's Office, Education Department, State Police, Division of Homeland Security & Emergency Services and Division of Criminal Justice Services, and tasked this group with making recommendations regarding issues related to school safety.

In addition, in 2013, the Board of Regents re-established the Safe Schools Task Force (Task Force) comprised of key stakeholders, such as school administrators; education advocates and union representatives; law enforcement, community health, mental health, and social services personnel; as well as staff from other State agencies such as the Office of Mental Health, Office of Children and Family Services, and Department of Health and charged the Task Force with developing recommendations to improve school safety. In 2014, the Task Force presented 36 prioritized recommendations to the Board of Regents with two central themes: 1) promote and measure school climate rather than focus exclusively on measuring school violence, and 2) focus on Social Emotional Learning to help students learn the essential skills that affect every area of our lives, including how to understand and manage emotions, and how to establish and maintain positive relationships.

Since that time, Department staff have worked to implement the recommendations of the Task Force,¹ by [promoting school climate and safety](#) improvement, adding Mental Health to the Health Curriculum,² developing and distributing new guidance and resources for Social Emotional Learning,³ revising the incident collection system to collect only the most serious offenses,⁴ and revising emergency planning and drill requirements.⁵

In December 2017, the Board of Regents put forth a budget initiative requesting State funds to establish technical assistance centers to provide leadership, technical assistance, training, and support for schools to build capacity to create a positive school environment to include the prevention of and response to bullying and to distribute funds to school districts to support the implementation/expansion of efforts to improve school climate, and effective strategies for building healthy, supportive, and safe learning environments for students and educators through strengths-based practices that work to encourage strong social emotional learning skills and mental health support for all students.⁶ The request for additional funds was successful, as the 2018-19 Enacted State Budget included \$2 million in funds to support this work. In February 2019, \$1.6 million in funds were allocated to school districts to begin this work⁷ as part of the newly added Safe and Supportive Schools program, created

¹ <http://www.regents.nysed.gov/common/regents/files/519p12d1.pdf>

²

<https://www.nysenate.gov/legislation/laws/EDN/804>;<http://www.regents.nysed.gov/common/regents/files/518p12ppca1.pdf>

³ <http://www.regents.nysed.gov/meetings/2018/2018-05/meeting-board-regents>

⁴ <http://www.regents.nysed.gov/common/regents/files/1216p12a2.pdf>

⁵ <http://www.regents.nysed.gov/common/regents/files/916brca15.pdf>

⁶ <http://www.regents.nysed.gov/common/regents/files/1217bra4.pdf>, page8

⁷ <http://www.nysed.gov/news/2019/state-education-department-awards-16-million-safe-and-supportive-schools-grants>

within and operated by the current Center for School Safety as was stipulated in the 2018-19 Enacted State Budget language.

During the 2018-19 school year, the Office of the State Comptroller (OSC) conducted three separate audits of compliance with and oversight of school district, BOCES and charter school implementation of the requirements of Education Law §2801-a and Commissioner's Regulation §155.17 related to confidential building-level Emergency Response Plans and district-wide school safety plans⁸, with summary reports of the audits. While it is clear that schools are taking steps to ensure school safety, it is also clear that additional guidance and improvement are needed. During the summer of 2019 NYSED reconvened the Safe Schools Task Force to address new laws and concerns regarding school safety and climate.

The Center will provide the deliverables described in this RFP under the direction, review, and approval of NYSED Office of Student Support Services staff. The objective of the Center is to develop and provide technical assistance, professional development, and guidance and implementation materials and resources to increase district and schools' capacity to implement and maintain policy and procedures that create supportive and safe learning environments, through guidance and supports including, but not limited to measuring and improving school climate and promoting use of the NYS Social and Emotional Learning resources ([Social Emotional Learning: Essential for Learning, Essential for Life, Essential for New York](#)). In particular, the Center will focus on providing supports on the implementation of laws, regulations, and guidance related to Project SAVE and DASA and the recommendations of the Safe Schools Task Force and School Safety Improvement Team.

Project SAVE and DASA include but are not limited to the following mandates which will directly impact the work of the Center:

- a) Development of Codes of Conduct
[Education Law Chapter 16, Title II, Article 55, Section 2801, and Commissioner's Regulation 100.2 \(l\) School conduct and discipline](#)
- b) District-wide and building-level school safety plans
[Education Law Section 2801-a](#), and
[Commissioner's Regulation 155.17 School Safety plans](#)
- c) School Safety and Educational Climate Reporting System (SSEC)
[Education Law Section 2802](#), and
[Commissioner's Regulation 100.2 \(gg\)](#)
- d) DASA
[Education Law, Title I, Article 2, Dignity for All Students Commissioner's Regulation 100.2 \(jj\)](#)
[Commissioner's Regulation 100.2 \(kk\)](#)
- e) Professional Development
[Commissioner's Regulation 100.2 \(dd\)\(2\)\(iii\)](#)

⁸ The three audit reports are: State Education Department Oversight of School Safety Planning Requirements ([Report 2018-S-34](#)); New York City Department of Education Compliance with School Safety Planning Requirements ([Report 2018-N-2](#)); Safe Schools Against Violence in Education (SAVE) Act –Safety Plans ([Report 2019-MS-1](#))

Staffing Requirements

The Center is expected to have, but is not limited to:

- 1) One (1) individual employed by the bidder to fulfill the position of Center Director (35-40 hours per week, 12 months per year) to oversee the coordinate work of the CFSS. The resume for this position should reflect a minimum of:
 - o Five (5) years programmatic and/or administrative experience in providing technical assistance to schools in improving school climate and safety.And a
 - o Master's degree or higher in Education, or in one of the following: Special Education; Counseling; Human Services; Social Welfare; Psychology; Mental Health Counseling; Quantitative Analysis; Master of Science in Legal Studies; Conflict Analysis and Resolution or Engagement: or Educational Leadership with focus on Assessment and Evaluation or Curriculum; or related degree.
- 2) One (1) individual employed by the bidder to fulfill the position of Project Director (35-40 hours per week, 12 months per year) to coordinate the work of the Safe and Supportive Schools Program (SSSP). The resume for this position should reflect a minimum of:
 - o Five (5) years programmatic and/or administrative experience in providing technical assistance to schools in improving school climate and safety.
 - o Master's degree or higher in Education, or in one of the following: Special Education; Counseling; Human Services; Social Welfare; Psychology; Mental Health Counseling; Quantitative Analysis; Conflict Analysis and Resolution or Engagement: or Educational Leadership with focus on Assessment and Evaluation or Curriculum; or related degree
- 3) Professional program staff (between 2 and 6 FTEs, 12 months per year) to provide deliverables noted within this RFP and in subsequent annual work plans. Resumes for professional staff assigned to work on this contract who are already employed by the bidder or who have been identified by the bidder to work on this contract and job descriptions for all professional staff must be submitted with the Technical Proposal. Professional Program staff should meet following minimum requirements:
 - o Bachelor's Degree in Education or in one of the following: General Education; Special Education; Counseling; Human Services; Social Services; Psychology; Educational Psychology; or Statistics; or related degree and

- Three (3) years programmatic and/or administrative experience in providing assistance to schools in professional development or technical assistance activities.

Deliverables and/or Project Description

All activities and deliverables including technical assistance, professional development trainings, website information, reports, distributed materials, work plan, program evaluations, among others will be subject to the review and approval of NYSED. All deliverables, technical assistance, professional development, reports and materials provided to public schools, charter schools, and BOCES shall be provided at no charge. All materials developed by the CFSS are the property of NYSED.

In addition to the mandatory location requirement to have an office located in New York State (see section 1), throughout the term of the contract, center staff must be prepared to work on-site at NYSED offices at 89 Washington Avenue, Albany, NY 12234 on an as-needed basis when joint projects or instances arise that require significant in person collaboration between CFSS staff and NYSED and/or have a short timeframe for completion, at the discretion of NYSED SSS staff.

Center for School Safety Deliverables: The contractor will provide the functions and activities and develop resources for each of the items listed below, to operate a Center for School Safety to provide the following resources for schools:

- 1.) **Statewide Technical Assistance (TA).** Provide ongoing TA to school, district and BOCES administrators and staff, via telephone, email, videoconferencing and/or other multimedia modalities and in person site visits (as described in D below). Specific TA must include, but is not limited to, helping schools develop and adopt Codes of Conduct that include developmentally appropriate and progressive responses to student misconduct and promotes safe and supportive school climates; to develop and monitor an Incident Reduction Plan (IRP) with evaluation strategies and instruments to monitor programs/activities related to the IRP goals; to ensure implementation, fidelity, and enforcement of the Code of Conduct and IRP; to ensure equity for all students; and to aid in the school's understanding of the use of SSEC data and other data, such as attendance and chronic absenteeism and suspension data, that are collected, reported and analyzed to drive improvement as related to achievement of a safe, supportive school climate in schools and at school-sponsored functions. The Center should meet the following objectives:
 - a. be available for communication via phone and e-mail with parents, school staff, students and other providers on days when schools are in session, Monday through Friday, generally 8:30 a.m. – 5:00 pm but also, in the event of emergencies or incidents of school safety that

requires availability before and after school hours, NYSED may request that Center staff are available for communication.

- b. provide technical assistance to schools and districts, including staff development training regarding reporting procedures for SSEC Reporting, and data analysis of measurable data sets including, but not limited to, student conduct files; attendance; suspensions; anecdotal records of behavior plans and interventions to inform decisions. The Center will also develop preventative measures, set measurable benchmarks, and evaluate progress towards the development of a safer learning environment and supportive school climate and culture.
- c. facilitate meetings with stakeholders and NYSED to gather feedback and recommendation on school safety and climate issues and policies
- d. conduct at least one annual site visit to each of the schools designated as Persistently Dangerous (PD), as well as schools identified with any other designation such as but not limited to, Potentially Persistently Dangerous (PPD), approved and/or requested by the Commissioner of Education, averaging 50-55 site visits each year. Site visits will be one full day in duration and will include the following:
 - ii. a school safety and climate assessment walk through using NYSED's assessment instrument or a NYSED approved assessment instrument(s),
 - iii. review and make recommendations, related to the school's Incident Reduction Plans;
 - iv. conduct three separate focus groups of students, parents, or school administrators, faculty and staff to gather and reflect the observations, strengths, concerns and suggestions for improvement voiced by each focus group.
 - v. within 12 days of the site visit, the Center will provide NYSED written site visit reports that should include: a Summary Report of the overall visit; a report summarizing the perspectives of each focus group (students, parents, administrators, faculty, staff); and a walk through safety and culture assessment report that should include the findings, challenges, strengths, recommendations, and other observations regarding conditions that threaten students' safety and impact school climate. The Center will aid the school in the development of strategies, policies, and guidance and/or training based on these issues and assist PD schools with their development of an improvement plan based on data from the Center's site visit report.
 - vi. Follow-up site visits will be conducted for all PD schools. Follow-up site visits for PPD schools or schools with other designations will be conducted at the discretion of NYSED. Follow-up site visits will include the following:
 - i. Conduct interviews and/or focus groups with administrators and other staff based on the outcomes and recommendations from the initial site visit
 - ii. Prepare a written report summarizing the results of the site visit and outcome of the meetings or interviews with school administrators and other staff including

but not limited to data related to the progress of the school in relation to the IRP (PD schools) or other activities and programs put in place to address the issues that prompted the initial site visit (PPD schools or schools with other designations).

- e. For all PD schools, various other schools including but not limited to those that are categorized as PPD and additional schools and districts to number approximately 70 annually, the Center will review current District-wide school safety plans and Codes of Conduct. In addition to PD and PPD schools, the Center will also review the District-wide School Safety Plans and current, new, or amended Codes of Conduct of an additional 20 randomly selected non-PD schools per quarter and schools selected by Student Support Services. The Center will notify NYSED within five days of the outcome of the review and after approval by NYSED, provide a summary, including the completed checklist to the District with the Center's recommendation for review, including follow-up and technical assistance provided to the District(s) to ensure compliance or if follow up review is necessary to monitor improvement. The Center will submit to NYSED documentation of all reports and reviews, including follow-up and technical assistance to each district to ensure compliance based upon the NYSED evaluation instrument. A written summary report of these activities must be shared with NYSED quarterly.
- f. The Center will develop, collect, and disseminate via web posting after submitting to NYSED for review and approval, resources and best practices for schools to ensure measurable data and/or tools for safe supportive learning environments, including but not limited to, bullying prevention and social emotional learning are available to schools. These will include resources that are developed based on requests for assistance from the field, or at the request of NYSED.
- g. The Center will evaluate and analyze aggregate, de-identified, publicly available student data, as directed by NYSED, including but not limited to attendance, disciplinary referrals, and suspensions, and design tools and/or strategies to assist schools with triangulation and analysis of data.
- h. The Center will provide technical assistance to school and district administrators and personnel, parents and other constituents via telephone, e-mail, e-blast, webinar, newsletter or internet on topics related to school safety, including but not limited to Project SAVE, DASA, and school climate, upon request of school(s) and/or NYSED.
- i. The Center will provide guidance to schools and districts on increasing capacity to collaborate with parents and/or appropriate associations or organizations, for the purpose of forging partnerships with families and communities and creating safe supportive school climates.
- j. In the event that NYSED deems it is necessary for the Center to participate in a coordinated site visit, and/or NYSED has identified an emergency/crisis situation requiring additional assistance, it may become necessary for the vendor to mobilize quickly and travel to the site to aid in a formal assessment of the safety needs, assist the school

in developing an action plan, and/or to provide other required technical assistance.

- 2.) **Professional Development.** Subject to the review and approval of NYSED, the Center will design and deliver relevant, research-based professional development to school district personnel regarding topics including, but not limited to, SSEC reporting, other components of Project SAVE and DASA, improving school climate and school safety, implementing behavioral threat assessment teams and Social and Emotional Learning (SEL). All professional development activities will reflect the comprehensive systems approach, principles of effectiveness, and research on best practices for creating safe and supportive schools. All events must be conducted at no charge to the participants and contract funds cannot be used to purchase food for these events. Each year, the Center will provide a proposed calendar of the professional development events and at least 3 weeks prior to the event submit copies of all training materials to be disseminated for review and or approval by NYSED. The professional development activities are to include:
- a. at least 6 hours annually of in-person professional development offered in each of the 10 Postsecondary Education regions (Attachment A) on a topic or topics to be determined by NYSED. At least three hours of which may, at the discretion of NYSED, include training on SSEC reporting.
 - b. at least three annual statewide research-based professional development events equal to at least three hours which may be provided in a variety of formats – webinars, web casts, videoconferences or other multi-media modalities. The professional development will focus on effective practices for creating safe and supportive schools. In addition, a Webinar will be developed to assist the field in SSEC reporting.
- 3.) **Website.** Establish and maintain a web-based support system devoted to the deliverables in this contract which includes up-to-date research-based resources and information on effective practices in promoting safe and supportive school climate to meet the needs of the following audiences: administrators, faculty, school staff, students, parents, community members, and committee/teams within the LEA's. The website must be developed within two months of the contract execution and fully operational within three months of the Center's contract execution. The website must be updated monthly and/or revised as requested by NYSED. The Center will submit written documentation of the updates for the website noting where it has aligned with NYSED's requests for revisions or additions. The website must include:
- a. Information on how to contact the Center and the types of resources and assistance that are available and how to obtain them.
 - b. Links to current research on effective practices in promoting and creating safe and supportive environments in schools.

- c. Frequently asked questions with responses to inquiries regarding safe and supportive schools.
 - d. Information on evidence-based programs on bullying/cyber-bullying prevention; social emotional learning programs and activities K-12; Home-school connections; self-help online resources; life skills resources; gang awareness topics, and effective engagement of at-risk students, among others.
 - e. Research and comparison of “Climate Surveys” that are used across the State in order for Districts to self-assess the most appropriate tool for their population and environment. Highlight realistic components and/or alignment with best practices and research of those which are applicable to the diverse student population and schools in urban, suburban and rural areas of New York State.
- 4.) **Collaboration.** Maintain a collaborative working relationship with NYSED through regularly scheduled communications and ongoing contact to ensure that all Center activities are aligned with NYSED policies and initiatives to improve school climate, culture, and safety.
- a. regular video or telephone conference calls (at least monthly for a minimum of one hour) and quarterly, minimum one day, in person meetings in Albany to discuss the Center activities and to address emerging issues or concerns.
 - b. the Center and NYSED program staff will communicate frequently and informally on an ongoing basis.
 - c. all activities and deliverables, professional development materials, website information, reports, work plans, and other materials will be subject to the review and approval of NYSED and remain the property of NYSED at the end of the contract period.
- 5.) **Safe and Supportive Schools program (SSSP).** The Center will provide the functions and activities and develop resources for each of the items listed below for schools:
- a. Provide on-site technical assistance and progress monitoring to Safe and Supportive Schools Grant Program (SSSGP) grantees (<http://www.nysed.gov/news/2019/state-education-department-awards-16-million-safe-and-supportive-schools-grants>) on the development and/or implementation of a school climate improvement action plan using USDE guidance as a model (<https://files.eric.ed.gov/fulltext/ED580916.pdf>) and implementation of NYSED’s Social and Emotional Learning (SEL) guidelines (<http://www.p12.nysed.gov/sss/sel>).
 - b. Identify appropriate, evidence-based providers of programs in bullying and violence prevention and school climate.
 - c. Develop video or other web-based training materials for schools, for statewide dissemination, on development and implementation of a

school climate improvement action plan described above and school climate frameworks.

- d. Design and deliver an annual School Climate Summit for grantee teams to occur in collaboration with NYSED's Center for School Health and the Mental Health Technical Assistance Center. The Summit will be a minimum of two working days, includes conference space with separate break out meeting rooms and audio-visual equipment to support presentations to groups up to 150 participants. No meals or accommodations for attendees are included. Presenters' travel and expenses will be included in the costs. The vendor will manage communication to grantees about the summit and registration of participants.

Topics covered will include but are not limited to:

- i. Information about school climate measurement and improvement, developing and implementing an action plan;
 - ii. Experts in the areas of
 - a) Trauma Sensitive Schools
 - b) Social and Emotional Learning (SEL)
 - c) Restorative Practices
 - d) Mental Health
 - e) Parent Engagement
 - f) Student Leadership
 - g) Culturally Responsive and Sustaining Practices, Equity, and Implicit Bias
- e. Establish and maintain a publicly accessible web-based support system devoted to the specific goals and activities of the Safe and Supportive Schools Grant Program and which includes but is not limited to up-to-date research-based resources and information on effective practices in promoting a safe and supportive school climate to meet the needs of the following statewide audiences: administrators, faculty, school staff, students, parents, community members, and committee/teams within the LEA's. This web presence must be developed within two months of the contract execution and fully operational within three months of the Center's contract execution. The website must be updated monthly and/or revised as requested by NYSED. The Center will submit written documentation of the updates for the website noting where it has aligned with NYSED's requests for revisions or additions. The web presence must include, but is not limited to:
 - i. Information on how to contact the SSSP team and the types of resources and assistance that are available and how to obtain them.
 - ii. Information on upcoming training opportunities for grantees and links to recorded professional development sessions and webinars

- iii. Links to current research on effective practices in promoting and creating safe and supportive environments in schools.
 - iv. Frequently asked questions with responses to inquiries regarding safe and supportive schools.
 - v. Information on evidence-based programs on bullying/cyber-bullying prevention; social emotional learning programs and activities K-12; among others.
- f. Provide reports of project status and grantee progress quarterly, and upon request, to NYSED. Reports will include but are not limited to:
- vi. Communication with Grantees/Stakeholders
 - vii. Professional development activities - topics, delivery methods, dates, participation rates and outcomes
 - viii. Technical Assistance - mode of TA (phone, email, in person, webex), frequency, duration, outcomes
 - ix. Web-based Resources – development progress and updates, statistics on unique and returning
 - x. Other Initiatives: may include interactions and work with other stakeholder groups,

6.) Work Plan.

Update the Center annual work plan of activities for the CFSS program and SSSP, as defined in the deliverables, to evaluate the effectiveness of its work (as included in the contract) at least 30 days before the start of each contract year and submit to NYSED for approval. The Center and NYSED will use the updated plans in tracking the Center's progress toward meeting its objectives, developing strategies for improvement, and making data-based and informed decisions throughout the year.

- a. The updated annual work plan will be consistent with the required deliverables as referenced in the RFP.
- b. The evaluation plan must reflect valid and reliable evaluation methods that will measure the effectiveness of each activity by establishing a baseline or utilizing an existing realistic baseline.
- c. The work plan will be updated in response to requests from NYSED, as necessary, to be responsive to new legislation or regulations, emergencies and providing crisis intervention, or District needs as identified by NYSED.

Ownership

The contractor shall reproduce, use, display, and include copies of NYSED's trademarks, trade name, logos, copyrights and other intellectual property (collectively, the "Marks") on all copies of materials produced for NYSED. The contractor acknowledges that the Marks are owned solely and exclusively by NYSED, and nothing contained in the resulting contract shall give the contractor any ownership right or interest in such Marks.

New York State Education Department shall own all materials, processes, and products (software, code, websites, 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. NYSED is the sole owner of materials produced and data collected under the contract, including but not limited to:

- all materials prepared for training sessions or other presentations
- all research conducted by the contractor pursuant to the requirements of the contract

The contractor must be prepared to deliver these materials and data to NYSED at any point during the term of the contract, even if materials are only partially completed. All materials and data are to be turned over to NYSED, in the format specified by NYSED, prior to the final payment to be issued under the contract.

CONFIDENTIALITY REQUIREMENT

The Contractor will acknowledge that information provided by NYSED, individual school districts, and/or developed by the Contractor, related to the work described in this RFP may include some secure and confidential information that is the property of the NYSED. The Contractor will acknowledge that such secure and confidential information may include many items, including but not limited to the following information types:

- a. any reports, prior to public release by NYSED;
- b. the results of any analyses or studies, whether provided by NYSED or developed by the Contractor, prior to public release by NYSED;
- c. any other confidential information that has not been made available to the general public by NYSED;
- d. any working document, draft, or planning item related to the services and/or deliverables of RFP 19-019 or resulting contract and;
- e. materials and conversations for the purposes of cross-collaboration, work, or planning with vendor of RFP 19-019.

As such, the winning bidder must sign a Non-Disclosure Agreement with NYSED at the time of contract execution.

No Personally Identifiable Information Data to Be Disclosed

No APPR data about teachers or building leaders will be provided to the contractor.

No personally identifiable information about students will be provided to the contractor except as may be discussed in a face-to-face meeting with school district staff or a student. In such event, the contractor shall not record any discussion; shall not write or electronically note any names or other identifying information, or any information that in its totality could lead to identification of a particular student; and shall not make or take copies of any documents containing personal information.

To the extent that the contractor may overhear personally identifiable information during the course of its performance of its responsibilities, the contractor will

ensure that such information is kept strictly confidential, and such information will not be recorded or noted or in any way disclosed to any person for any purpose. The contractor will ensure that any surveys, reports or other documents it receives from a school district, student or NYSED contain no personally identifiable information about a student. If a school district staff person, a student or any other person attempts to provide materials to the contractor to take into the contractor's possession that contain personally identifiable student information, the contractor shall decline to take the documents unless they have been appropriately redacted to delete such identifiable information.

Even though no information in the possession of the contractor will contain personally identifiable information, the contractor will forward to NYSED or destroy, at NYSED's sole option, any surveys or any other documents obtained from any person during performance of its responsibilities.

Requirements of Education Law Section 2-d

The Contractor agrees to comply with FERPA and New York State Education Law § 2-d. The New York State Data Security and Privacy Plan (Appendix R) is annexed to this RFP, the terms of which are incorporated herein by reference, and which shall also be part of the Contract.

Planning, Reporting, and Payment

The Center's annual work plan of activities will be updated by the CFSS at least 30 days before the start of each contract year and submitted to NYSED for approval.

Prepare and submit quarterly and annual progress reports to NYSED in a format to be provided by NYSED. Quarterly progress reports will be due on the last day of December, March, and June, and September of each contract year. Annual progress reports will be due on the last day of July each contract year. The first annual progress report will be due on July 31, 2021.

Quarterly progress reports will include but not be limited to a program narrative, detailed summary of monthly conference calls, webinars, services provided (including professional development and technical assistance offered), copies of resources and materials developed, newsletters, and listserv communications by the Center. The report will also include updates to the website that have been completed, the number of visits to the website throughout the quarter along with analysis of trend of topics, and any other resources or information that have been provided to the field or added to the website. The Center will be required to keep a log of communications with schools, including a count of the number of calls and e-mails received by topic, and provide copies of the log to NYSED upon request. NYSED may request sample responses by topic.

Annual progress reports must include evaluation of the effectiveness of the Center's activities (including the effectiveness of professional development and

technical assistance provided), a data summary of services provided (as above) and quarterly fiscal expenditures.

The Center will be responsible for timely and accurate submission of all required plans and reports. NYSED will review and discuss the reports with the Center and work with the Center to make any needed adjustments.

Quarterly payments will be made to the vendor once the quarterly progress reports are reviewed and approved by NYSED program staff. Failure to submit the required reports progress reports may result in the suspension of future payments.

Allowable Expenses

1. Professional and non-professional salaries: Include all staff attributable to this agreement. One full-time equivalent (FTE) equals one person working an entire week, each week of the project, 12 month project year). Express partial FTE's in decimals, e.g., a staff person working one day per week equals .2 FTE.
2. Employee benefits.
3. Purchased services: Purchased services include consultant services. Subcontracting costs for direct services are limited to 30% of the total budget.
4. Supplies, materials and printing directly related to the project and having a unit cost of less than \$5,000. Cost proposals may, but are not required to, include requests for limited initial technology purchases to support the goals of the project (e.g., one computer per staff and other shared equipment (printers, faxes, etc.) to carry out essential project work. Other office supply equipment can be included as it directly relates to carrying out the goals of the project.
5. Travel expenses for employees and consultants to carry out the essential work of the project. Travel costs including per diem rates must adhere to the established NYS travel rates, as indicated at www.gsa.gov under "travel resources". Travel arrangements are subject to approval by NYSED program contract manager. Approval must be received from NYSED before any commitments are made.
7. Indirect costs: Indirect costs are the sum of all direct costs, excluding the portion of each subcontract that exceeds \$25,000, multiplied by the bidder's indirect cost rate. These costs include central administrative costs and certain other organization-wide costs that are incurred in connection with a project but that cannot readily be identified with the project (e.g., payroll preparation, central purchasing).
8. Equipment purchases: All equipment having a unit cost of \$5,000 or more should be included here. If the unit cost is less than \$5,000 it should be listed in the Supplies and Materials section of the budget. All equipment purchases must be justified and reasonable and are subject to the approval of NYSED.

Equipment Ownership:

- All equipment purchased is the property of NYSED. At the end of the contract period all equipment will be returned to NYSED unless NYSED has deemed it unusable and given the contractor approval to surplus the equipment.

Nonallowable Expenses

- Office furnishings
- Remodeling

Available Funding

The scope of the contract resulting from this RFP is subject to the availability of funding. NYSED reserves the right to reduce the scope if there is insufficient funding to support all deliverables.

Accessibility of Web-Based Information and Applications

Any documents, web-based information and 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 as such policy may be amended, modified or superseded, which requires that state agency web-based information, including documents, and applications are accessible to persons with disabilities. Documents, web-based information 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 web-based information and applications will be considered a qualified deliverable under the contract or procurement.

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

The contractor 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.

Contract Period

NYSED will award **one** contract(s) pursuant to this RFP. The contract(s) resulting from this RFP will be for a term anticipated to begin **July 1, 2020** and to end **June 30, 2025**.

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.

M/WBE and Equal Employment Opportunities Requirements: Contractor Requirements and Obligations 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 section⁹. 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.

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

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

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

9. Contractor shall comply with the requirements of any federal law concerning opportunities for M/WBEs which effectuates the purpose of this section.

10. Contractor shall submit all necessary M/WBE documents and/or forms as described above as part of their proposal in response to NYSED procurement.

11. The percentage goals established for this RFP are based on the overall availability of M/WBEs certified in the particular areas of expertise identified under this RFP. These goals should not be construed as rigid and inflexible quotas which must be met, but as targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire Minority and Women-Owned Business Program work.

12. Contractor shall ensure that enterprises have been identified (M/WBE 102) within the Utilization Plan, and the contractor shall attempt, in good faith, to utilize

⁹ 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.

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

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). Online Certification can be found at the [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, if applicable)
3. Cost Proposal—Two (2) copies (one bearing an original signature)
4. M/WBE Documents—One (1) copy bearing an original signature
5. Microsoft Office (CD or Flash Drive format)—One (1) electronic version with the submission, technical, cost, and M/WBE proposals. Please place the CD/Flash Drive in a separate envelope.

The proposal must be received by **April 17, 2020 by 3:00 PM** at NYSED in Albany, New York.

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 will specifically be so identified, and the basis for such confidentiality will 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.

Technical Proposal

70 points

The original plus **four (4)** copies of the completed Technical Proposal must be mailed in a separate envelope labeled **RFP #19-019-Technical Proposal-Do Not Open** and must include the following:

- Mandatory Requirements Certification Form
- Technical Assistance Center (TAC) Certification Form
- Project Description as outlined below:
- Plan of Work
- Resumes

Project Description (45 Points): The complete project description and supporting materials will be reviewed to determine the overall consistency of the proposal with the stated purpose and objectives of the RFP. The qualifications of key personnel and the adequacy of the resources of the sponsoring agency will be reviewed to determine the organization’s ability to implement the activities described in the application. The project description should include the bidder’s:

- **Organizational Capacity (8 points):** Description of the organizational capacity to conduct the activities and produce the deliverables specified in the RFP consistent with State and federal laws and regulations that pertain to Project SAVE, the DASA, and Guidelines for SEL. Bidders should document their working knowledge and experience with project SAVE and DASA legislations.
- **Staffing Plan (7 points):** Written plan to staff the Center for School Safety as described in the RFP and supervise those staff. Include a resume for the proposed Center Director of the CFSS and the Project Director of the SSSP, resumes for all professional staff who will be assigned to this contract that are already employed by the bidder or who have been identified by the bidder, and job descriptions for all other professional staff. The plan should also outline how the staff will be supervised.

The Staffing Plan should include at minimum/but is not limited to:

- 4) One (1) individual employed by the bidder to fulfill the position of Center Director (35-40 hours per week, 12 months per year) to

oversee the coordinate work of the CFSS. The resume for this position should reflect a minimum of:

- Five (5) years programmatic and/or administrative experience in providing technical assistance to schools in improving school climate and safety.

And a

- Master's degree or higher in Education, or in one of the following: Special Education; Counseling; Human Services; Social Welfare; Psychology; Mental Health Counseling; Quantitative Analysis; Master of Science in Legal Studies; Conflict Analysis and Resolution or Engagement; or Educational Leadership with focus on Assessment and Evaluation or Curriculum; or related degree.

- 5) One (1) individual employed by the bidder to fulfill the position of Project Director (35-40 hours per week, 12 months per year) to coordinate the work of the Safe and Supportive Schools Program (SSSP). The resume for this position should reflect a minimum of:

- Five (5) years programmatic and/or administrative experience in providing technical assistance to schools in improving school climate and safety.

- Master's degree or higher in Education, or in one of the following: Special Education; Counseling; Human Services; Social Welfare; Psychology; Mental Health Counseling; Quantitative Analysis; Conflict Analysis and Resolution or Engagement; or Educational Leadership with focus on Assessment and Evaluation or Curriculum; or related degree.

- 6) Professional program staff (between 2 and 6 FTEs, 12 months per year) to provide deliverables noted within this RFP and in subsequent annual work plans. Resumes for professional staff assigned to work on this contract who are already employed by the bidder or who have been identified by the bidder to work on this contract and job descriptions for all professional staff must be submitted with the Technical Proposal. Professional Program staff should meet following minimum requirements:

- Bachelor's Degree in Education or in one of the following: General Education; Special Education; Counseling; Human Services; Social Services; Psychology; Educational Psychology; or Statistics; or related degree and

- Three (3) years programmatic and/or administrative experience in providing assistance to schools in professional development or technical assistance activities.

RFP #19-019

- Technical Assistance Plan (8 points): Written plan to provide technical assistance to schools, some of which are designated as Persistently Dangerous.
- Experience and success in the provision of professional development and technical assistance services to schools. **(6 points)**
- Experience with providing technical assistance in regard to school safety and climate **(5 points)**
- Evidence of knowledge and understanding of safe and supportive learning environments as a direct correlation to academic achievement and violence prevention. **(5 points)**
- Evaluation Plan (6 points): Written plan to evaluate the work of the Center.

Work Plan (25 Points): The Work Plan Template, provided below, must be completed to describe the deliverables that will result in meeting the requirements of the RFP. The Work Plan will be evaluated based on its completeness, the appropriateness of the specific activity to meet contract deliverables and sub-deliverables, timeline/schedule of implementation, and the method of evaluation as follows:

Specific Activity to meet Contract Deliverables and Sub-deliverables **(15 points)**
 Timeline/Schedule of Implementation **(5 points)**
 Method of Evaluation **(5 points)**

Workplan Template

Specific Activity to meet contract deliverable and sub-deliverable	Timeline/Schedule of Implementation	Method of Evaluation

Cost Proposal

30 points

The original plus one (1) copy of the completed Cost Proposal must be mailed in a separate envelope labeled **RFP #19-019-Cost Proposal-Do Not Open** and must include the following:

- 1.) Year 1 Detailed Budget
- 2.) 5 Year Budget Summary, **Signature Required**
- 3.) Subcontracting Form
- 4.) M/WBE Purchases Form
- 5.) A budget justification in narrative form that explains in sufficient detail how the specific funds requested in the budget document are necessary to implement the

RFP #19-019

proposed activities. Although a budget narrative is required, no points will be given for this narrative (0 Points)

Budgets must be submitted using whole dollar numbers.

The Financial Criteria portion of the RFP will be scored based upon the grand total of the five (5) year budget summary.

M/WBE Documents

The original copy of the completed M/WBE Documents must be mailed in a separate envelope labeled **RFP #19-019-M/WBE Documents-Do Not Open**. Please return the documents listed for the compliance method bidder has achieved:

Full Participation-No Request for Waiver

1. M/WBE Cover Letter, **Signatures Required**
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

1. M/WBE Cover Letter, **Signatures Required**
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

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

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 eligible 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 are included as required.

An evaluation committee will complete a review of all proposals submitted. The committee will review each proposal based upon the submitted proposal and the requirements of the RFP only. Bidders should not assume that committee review members will be familiar with the current program or have any previous experience with the bidder. Appropriate description should be included to inform review committee members about the bidder’s qualifications and capacity to perform all required deliverables.

The committee will review each proposal to determine compliance with the requirements described in the RFP. NYSED retains the right to determine whether any deviation from the requirements of this RFP is substantial in nature and may reject in whole or in part any and all proposals, waive minor irregularities and conduct discussions with all responsible bidders.

Technical Criteria

(70 Points)

Project Description (45 Points)

- Organizational Capacity **(8 points)**
- Staffing Plan **(7 points)**
- Technical Assistance Plan **(8 points)**
- Experience and success in the provision of professional development and technical assistance services to schools **(6 points)**
- Experience with providing technical assistance in regard to school safety and climate **(5 points)**
- Knowledge and understanding of safe and supportive learning environments as a direct correlation to academic achievement and violence prevention **(5 points)**
- Evaluation Plan **(6 points)**

Work Plan (25 Points)

Specific Activity to meet Contract Deliverables and Sub-Deliverables **(15 points)**

Timeline/Schedule of Implementation **(5 points)**

Method of Evaluation **(5 points)**

Financial Criteria

(30 Points)

The Financial Criteria portion of this RFP will be scored based upon the grand total for the five (5) year budget summary.

- The **financial portion** of the proposal represents 30 points of the overall score and will be awarded up to 30 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 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 30 points.
- **NYSED reserves the right to request best and final offers. In the event NYSED exercises this right, all responsive 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 vendor 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 vendor 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 vendor 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

RFP #19-019

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. 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.

Debriefing Procedures

In accordance with section 163 of the NY State Finance Law, NYSED, upon request, must provide a debriefing to any unsuccessful bidder regarding the reasons their proposal was not selected for an award.

1. All unsuccessful bidders may request a debriefing within fifteen (15) calendar days of receiving notice from NYSED of non-award. Bidders may request a debriefing by submitting a written request to the Fiscal Contact person at:

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

2. Upon receipt of a timely written request from the unsuccessful bidder, NYSED will schedule the debriefing to occur within a reasonable time following receipt of the request. Debriefings will be conducted in person, unless NYSED and the bidder mutually agree to utilize other means, including but not limited to telephone, video-conferencing or other types of electronic communication.
3. The debriefing will include: a) the reasons that the proposal submitted by the unsuccessful bidder was not selected for an award; b) the qualitative and quantitative analysis employed by NYSED in assessing the relative merits of the proposals; c) the application of the selection criteria to the unsuccessful bidder's proposal; and d) when the debriefing is held after the final award, the reasons for the selection of the winning proposal. The debriefing will also provide, to the greatest extent practicable, general advice and guidance to the unsuccessful bidder concerning potential ways that their future proposals could be more responsive.

Contract Award Protest Procedures

Bidders who receive a notice of non-award or disqualification 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 or disqualification letter. The protest letter must be filed with:

NYS Education Department
Contract Administration Unit
89 Washington Avenue
Room 501W 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

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](#).

RFP #19-019

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.ny.gov.

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 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 – **Gwyn Marschman**
Contract Administration Unit – **Adam Kutryb**
M/WBE – **Brian Hackett**

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

RFP #19-019

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). 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.

Please note that although this form is 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 form listed above is acceptable.

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) 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

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

RFP #19-019

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 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

RFP #19-019

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 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:

- **Form DB-120.1** - Certificate of Disability Benefits Insurance; or
- **Form DB-155**- Certificate of Disability Benefits Self-Insurance; or

RFP #19-019

- **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 NYSED as 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](#)
- ST-220 TD

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 Clauses for all New York State Contracts, Appendix A-1 (Agency-Specific Clauses), and Appendix R (Data Security and Privacy Plan Provisions) **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
8. Sexual Harassment Policy 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

STATE OF NEW YORK AGREEMENT

This AGREEMENT is hereby made by and between the People of the State of New York, acting through Shannon Tahoe, Interim 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 exceed the amount noted on the face page hereof or in the respective Appendix designating the

RFP #19-019

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, licenser, 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 \$25,000, 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 § 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, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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 (2 NYCRR § 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 Part 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 clause. 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

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
[NYS M/WBE Directory](#)

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) 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, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

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 §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 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 § 5-a, if the contractor fails to make the certification required by Tax Law § 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.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

(October 2019)

APPENDIX A-1
AGENCY-SPECIFIC CLAUSES

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. Variations in each budget category not exceeding ten percent (10%) of such category may be approved by the Commissioner of Education. Any such variations shall be reflected in the final expenditure report and filed in the Office of the State Comptroller. Variations in each budget category which do exceed ten percent (10%) of such category must be submitted to the Office of the State Comptroller for approval.
- C. 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 non-responsibility regarding the Contractor in the previous four years.
- D. Contractor certifies that no governmental entity or other governmental agency has terminated or withheld a

- 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)
 11. Appendix D - Program Work Plan

Revised 6/12/17

APPENDIX R DATA SECURITY AND PRIVACY PLAN

If individually identifiable data is provided to or stored by the Contractor pursuant to this agreement (the “Data”), the Contractor agrees that the data are sensitive requiring appropriate levels of security to prevent unauthorized disclosure or modification. Therefore, the Contractor shall be subject to the following requirements:

1. The Contractor shall take all reasonable measures to protect the confidentiality of the Data as required by federal and state laws and regulations applicable to the Contractor. These may include but are not limited to the New York State Social Services Law, Personal Privacy Protection Law and Education Law §2-d; the federal Social Security Act and Family Educational Rights and Privacy Act; internet security laws; and any regulations promulgated thereunder.
2. The Contractor has full and final responsibility for the security of the Data. The Contractor agrees to implement reasonable technical and physical security measures to ensure the confidentiality, integrity and availability of the Data. Such security measures may be reviewed by the State, both through an informal audit of policies and procedures and/or through inspection of security methods used within the Contractor's infrastructure, storage, and other physical security. The Contractor should review its implementation and maintenance of its security review periodically to protect the data in strict compliance with statutory and regulatory requirements.
3. The Contractor's security measures must also include:
 - a. Provision that access to the Data is restricted solely to staff who need such access to carry out the responsibilities of the Contractor under this agreement, and that such staff will not release such Data to any unauthorized party;
 - b. All confidential Data are stored on computer and storage facilities maintained within Contractor's computer networks, behind appropriate firewalls;
 - c. Access to computer applications and Data are managed through appropriate userID/password procedures;
 - d. Contractor's computer network storing the Data is scanned for inappropriate access through an intrusion detection system. NYSED has the right to perform a site visit to review the vendor's security practices if NYSED feels it is necessary;
 - e. That Contractor have a disaster recovery plan that is acceptable to the State;
 - f. Satisfactory redundant and uninterruptible power and fiber infrastructure provisions; and
 - g. A copy of the Contractor's security review evidencing compliance with these requirements must be submitted to NYSED for review and approval within 6 months of the signing of the contract or before the first certification test is performed, whichever occurs first.
4. The Data must be returned to NYSED upon termination or expiration of this Agreement, or at such point that the Data are no longer needed for the purpose referenced in this Agreement, or, at the sole discretion of NYSED, securely destroyed. All hard copies of personally identifiable Data in the possession of the Contractor must be securely destroyed, and all electronic Data must be purged from the network in a manner that does not permit retrieval of the data. The contractor is specifically prohibited from commingling any data from outside sources into the Data received from NYSED, except as specifically authorized by NYSED.
5. If personally identifiable data of students, teachers or building principals will be disclosed to the Contractor by NYSED for purposes of the Contractor providing services to NYSED, the Contractor

must comply with the following requirements of Education Law §2-d (Chapter 56, Subpart L of the Laws of 2014) and any implementing regulations:

- a. Any officers or employees of the third-party contractor and its assignees who have access to student data or teacher or principal data have received or will receive training on the federal and state law governing confidentiality of such data prior to receiving access;
 - b. limit internal access to education records to those individuals that are determined to have legitimate educational interests;
 - c. not use the education records for any other purposes than those explicitly authorized in its contract;
 - d. except for authorized representatives of the third party contractor to the extent they are carrying out the contract, not disclose any personally identifiable information to any other party:
 - (i) without the prior written consent of the parent or eligible student; or
 - (ii) unless required by statute or court order and the party provides a notice of the disclosure to the department, district board of education, or institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
 - e. maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable student information in its custody; and
 - f. use encryption technology consistent with Education Law §2-d and any implementing regulations.
6. If requested by NYSED to make any disclosure of aggregated data using the Data provided to or stored by the Contractor, Contractor must ensure that the disclosed aggregated data cannot reasonably be used to identify a particular individual. Aggregated data will be considered identifiable if the disclosure has less than five (5) data elements per cell or the data elements per cell comprise 100% of the subject population.
 7. Contractor agrees that all Data shall remain at all times the property of the State, and may not be used for any purpose other than the purpose outlined in this Agreement without the express written permission of NYSED. The Contractor has no ownership of or licensing rights to the Data except as provided in this Agreement, and Contractor specifically agrees that it will not sell, give or otherwise transfer the Data to any third party without NYSED's express prior approval.
 8. The Contractor must ensure that these confidentiality and security provisions apply to any subcontractor engaged by the Contractor for the work under this agreement. The Contractor shall take full responsibility for the acts and omissions of its subcontractors, and the use of subcontractors shall not impair the rights of NYSED against the Contractor in accordance with this Agreement.
 9. Hardware, software and services acquired by the Contractor under this Agreement may not be used for other activities beyond those described in the scope of the contract unless authorized in advance by NYSED.
 10. Security of Location - Server room will remain a restricted access, locked room with access via security cards. The list of staff with access to the server room will continue to be reviewed quarterly against the number of times each staff actually gained access to the server room.
 11. Breach Notification.
 - a. Contractor that receives student data or teacher or principal data pursuant to a contract or other written agreement with an educational agency shall be required to notify such educational agency

of any breach of security resulting in an unauthorized release of such data in accordance with Education Law §2-d and any implementing regulations. Upon such notification, the educational agency shall take appropriate action in accordance with Education Law §2-d and any implementing regulations.

- b. In the event that the State is required, pursuant to Education Law §2-d(6)(b), to notify one or more parent, eligible student, teacher or principal of an unauthorized release of student data by the Contractor or its assignee, the Contractor shall promptly reimburse the State for the full cost of such notification.
- c. Contractor acknowledges that it may be subject to penalties under Education Law §§2-d(6) and 2-d(7) for unauthorized disclosure of personally identifiable student, teacher or principal data.
- d. Contractor agrees that it will cooperate and promptly comply with any inquiries from the State based upon the State's receipt of a complaint or other information indicating that an improper or unauthorized disclosure of personally identifiable information may have occurred. Contractor will permit on-site examination and inspection, and will provide at its own cost necessary documentation or testimony of any employee, representative or assignee of Contractor relating to the alleged improper disclosure of data.

Attachment A

Post Postsecondary Education Regions

Counties by Postsecondary Education Region				
Western Region	Finger Lakes Region	Central Region	Southern Region	North Region
Allegany	Genesee	Cayuga	Broome	Clinton
Cattaraugus	Livingston	Cortland	Chemung	Essex
Chautauqua	Monroe	Madison	Chenango	Franklin
Erie	Ontario	Onondaga	Delaware	Hamilton
Niagara	Orleans	Oswego	Schuyler	Jefferson
	Seneca		Steuben	Lewis
	Wayne		Tioga	St. Lawrence
	Wyoming		Tompkins	
	Yates			
Mohawk Valley Region	Capital Region	Hudson Valley Region	Long Island Region	NYC Region
Fulton	Albany	Duchess	Nassau	Bronx
Herkimer	Columbia	Orange	Suffolk	Kings
Montgomery	Greene	Putnam		New York
Oneida	Rensselaer	Rockland		Richmond
Otsego	Saratoga	Sullivan		Queens
Schoharie	Schenectady	Ulster		
	Warren	Westchester		