

REQUEST FOR PROPOSALS (RFP)

RFP # 24-009

NEW YORK STATE EDUCATION DEPARTMENT

Title: Implementation of Continuous Improvement Technical Assistance in Target Districts and Identified Schools

The New York State Education Department (NYSED or “the Department”) Office of Accountability is seeking proposals from vendor organizations with demonstrated knowledge, expertise and the capacity to supply consultants that will provide district and school-based technical assistance in Target Districts and schools identified for Comprehensive Support and Improvement (CSI); provide professional development to educational leaders across the state; and help develop capacity for continuous improvement within the field. Target Districts use the Department’s technical assistance and continuous improvement resources to complete a District Comprehensive Improvement Plan and any necessary School Comprehensive Education Plans. The Department’s [Continuous Improvement website](#) provides more detailed information regarding the Continuous Improvement resources established by the Department.

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 (1) contract pursuant to this RFP. The contract resulting from this RFP will be for a term anticipated to begin September 1, 2024, and to end August 31, 2029.

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.

Service Area: New York Statewide

Mandatory Requirements: See Mandatory Requirements section of the RFP.

Components contained in RFP Proposal #24-009 are as follows:

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

Questions regarding the request must be submitted by email to RFP24-009@nysed.gov no later than the close of business **March 6, 2024**. Questions regarding this request should be identified as Program, Fiscal or M/WBE. A Questions and Answers Summary will be posted to [P-12 Competitive Procurement Contracts](#) no later than **March 20, 2024**.

The following are the designated contacts for this procurement:

Program Matters

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M/WBE Matters

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The following documents should be submitted by email as separate files, as detailed in the Submission section of the RFP, and must be received at NYSED no later than **April 10, 2024**. **Bids are due by 3:00 PM Eastern Time:**

1. Submission Documents labeled **[name of bidder] Submission Documents RFP #24-009**
2. Technical Proposal labeled **[name of bidder] Technical Proposal RFP #24-009**
3. Cost Proposal labeled **[name of bidder] Cost Proposal RFP #24-009**
4. M/WBE Documents labeled **[name of bidder] M/WBE Documents RFP #24-009**

The email address for all the documentation is CAU@nysed.gov.

Bidders are requested to submit their bids electronically. Please see the information below for instructions on submitting an electronic bid.

1. The technical and cost proposal documents should be submitted in Microsoft Office. PDF files that are editable and Optical Character Recognition (OCR) searchable are acceptable. Please do not submit the technical or cost proposal as a scanned PDF.
2. Submission documents requiring a signature must be signed using one of the methods listed below, and may be submitted as a Microsoft Office, PDF, or JPG document. A scanned PDF is acceptable for these documents.
3. The following forms of e-signatures are acceptable:
 - a. handwritten signatures on faxed or scanned documents;
 - b. e-signatures that have been authenticated by a third-party digital software, such as DocuSign and Adobe Sign; and
 - c. stored copies of the images of signatures that are placed on a document by copying and pasting or otherwise inserting them into the documents.
4. Unacceptable forms of e-signatures include:
 - a. a typed name, including a signature created by selecting a script or calligraphy font for the typed name of the person "signing."
5. To identify the signer and indicate that the signer understood and intended to agree to the terms of the signed document, the signer will sign beside or provide by email the following attestation: "I agree, and it is my intent, to sign this document by [describe the signature solution used] and by electronically submitting this document to [name of recipient individual or entity]. I understand that my signing and submitting this document is the legal equivalent of having placed my handwritten signature on the submitted document and this attestation. I understand and agree that by electronically signing and submitting this document I am affirming to the truth of the information contained therein."
6. In order to ensure the timely receipt of your bid, please use the subject line **"BID SUBMISSION RFP 24-009"**. Failure to appropriately label your bid or submitting a bid to any email address other than the one identified above may result in the bid not being received by the deadline and not being considered for an award.
7. **Bids must be received by the due date. Bids are due by 3:00 P.M. Eastern Time.**

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 located in Section 5.) Submission Documents. This required form must be signed by an authorized person. **Bids that do not comply with the Mandatory Requirements will be disqualified.**

1. The bidder must identify a Project Director by name. The Project Director will be a full-time staff member dedicated to this project and will serve as the lead point of contact with NYSED.
2. The bidder must also identify one (1) part-time Logistics Liaison (at least .5 FTE) who will be responsible for arranging the logistical needs of the vendor and submitting invoices following the contract's protocols.

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](#).

[Article 3 of the Veterans' Services Law](#) allows eligible Veteran business owners to get certified as a New York State Service-Disabled Veteran-Owned Business (SDVOB). The goal of Article 3 is to encourage and support eligible SDVOBs to play a greater role in the state's economy by increasing their participation in New York State's contracting opportunities. 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

In January 2018, the United States Department of Education approved the New York State Every Student Succeeds Act (ESSA) plan, which presented a bold vision for advancing educational equity and ensuring that all students succeed and thrive in school no matter who they are, where they live, where they go to school, or where they come from.

New York State's [ESSA plan](#) outlines a robust system of oversight, support, and technical assistance for schools identified as Comprehensive Support and Improvement (CSI) and Targeted Support and Improvement (TSI), and for Target Districts.

At the center of the Department's approach to building capacity for continuous improvement in schools is an understanding that support and positive change are most likely to occur through partnership and collaboration. While the support models vary based on the needs of the school, embedded within each of these models is the opportunity for schools to have ownership and agency around what their plan for support and improvement looks like. This RFP is intended to ensure that schools and districts receive high-quality, on-site technical assistance and feedback that serve as the basis for District Comprehensive Improvement Plans and School Comprehensive Education Plans.

At the onset of identification, support for schools in the Targeted Support and Improvement (TSI), Additional Targeted Support and Improvement (ATSI), and Comprehensive Support and Improvement (CSI) support models focuses on supporting the [Needs Assessment](#) process and the development of the initial [School Comprehensive Education Plan \(SCEP\)](#).

After the first year, the support provided to schools focuses on the implementation of the SCEP and strengthening internal continuous improvement systems and structures. The Department organizes the support offered to schools in the CSI model, while the District manages the support offered to schools in the TSI model. Schools in the ATSI model are supported by their District and have opportunities to participate in the NYSED-organized Supplemental Supports. In addition, NYSED provides [School Improvement Grant \(SIG\) funding](#) to districts to support improvement activities outlined in District-level and School-level improvement plans.

Since the 2019-20 school year, the Department has provided a variety of "Supplemental Support" programs for schools in the CSI model to complement the support provided by the district. As part of the Department's commitment to promoting agency and shared accountability, participation in these programs is voluntary and there may be instances when a school selects a program and withdraws during the year.

The following programs have been offered during the past four years:

**Enhancing Principal Leadership: [Enhancing Principal Leadership \(EPL\)](#) is a two-year program on principal leadership development following a cohort model. The program offers personalized support to principals to develop leadership skills that lead to success, well-being, and high academic outcomes for all students. EPL is open to any principal of a school in the CSI or ATSI support model.*

Supporting New Principals: *This program was designed to support the needs of those that are brand new to the principal position through coaching and networking opportunities with other new principals.*

*Assistant Principal Mentoring: *The Assistant Principal Mentoring Program provides mentoring and learning opportunities to strengthen Assistant Principals on their pathway to the principalship, through virtual cohort sessions and individualized mentoring sessions. This program is open to assistant principals of schools in the CSI or ATSI support model.*

*Targeted Support/Specialized Support: *The Targeted Support program provides direct coaching to schools in the New York State Receivership program to employ strategies to achieve their Demonstrable Improvement Indicators.*

*Instructional Coaching Consortium: *ICC provided support for existing instructional coaches through regional cohorts and in-person coaching.*

*Coaching for Excellence: *The Coaching for Excellence program provides funding and training to support the establishment of a new instructional coach in a school that otherwise would not have an instructional coach.*

Advancing Equity: *The Advancing Equity program was designed to support schoolwide teams interested in incorporating the principles of the NYSED [Culturally Responsive and Sustaining Education Framework](#).*

High School Redesign: *The High School Redesign program provided ongoing support and resources to schoolwide teams that were interested in incorporating the principles of Design Thinking to reconsider how their high school was organized.*

Developing Restorative Practitioners: *The Developing Restorative Practitioners program offered training and support to schoolwide teams that were interested in starting or extending restorative practices within their buildings.*

Extending Digital Learning: *Extending Digital Learning provided schools opportunities to share practices related to incorporating technology in their building.*

**It is anticipated that this program, or a support option similar to it, will be offered in future years. Prospective bidders should ensure that the proposed consultants have extensive expertise and have the background to support these programs.*

The tools and resources developed by the Department have also been incorporated into ongoing continuous improvement efforts for schools in the Local Support and Improvement model and districts without identified schools. This includes both the [improvement planning tools and resources](#), and the Comprehensive [Diagnostic Tool for School and District Effectiveness](#), which serves as a framework of effective practices for schools.

Deliverables and/or Project Description

This RFP is designed to identify a single vendor that can supply a cadre of educational experts, known as School Support Partners (SSPs), who will work directly with identified schools and districts as part of New York's collaborative system for continuous improvement, to implement the Department's "Supplemental Supports" and perform other work to better position schools and districts for success.

School Support Partners will be involved in the following types of support:

1. Direct Coaching/Support (Deliverable A)
2. Whole Group Convenings (Deliverable B)
3. Training (Deliverable C)

For purposes of this contract, the invoice unit will be known as the “contractual daily rate” and the value of the deliverables within the contract will be referred to as “contractual days.” The anticipated number of contractual days for each deliverable is described in greater detail within the description for each deliverable. The “contractual daily rate” is intended to be a unit of measure and standardization; the vendor may determine its own rate with its employees.

When mutually agreed, the vendor and NYSED may adjust the assignments within each deliverable and the number of days across deliverables, provided that the total number of contractual days for Deliverables A and B combined does not exceed 10,015 over the course of the contract. In recognition that travel costs will influence the bidding process, the maximum number of in-person days per participant has been provided for each deliverable; however, the specific locations of these in-person assignments will not be known until schools register for support each year. When calculating travel costs, prospective bidders should be aware that the in-person support provided to participants must be spread out across the year, rather than being scheduled across consecutive days.

Vendors may identify different contractual daily rates for Deliverable A and Deliverable B services. If the vendor Project Director and NYSED later decide to shift services between Deliverables with different contractual daily rates, any agreement between NYSED and the vendor will need to account for these differences and ensure that the overall value of the contract does not exceed the bid received.

Deliverable A – Direct Coaching/Support

The primary support provided by SSPs will be one-to-one direct support with identified schools and districts. This support will include coaching and technical assistance to school leaders, coaching and technical assistance to district leaders, and coaching and technical assistance to practitioners (e.g. instructional coaches) within identified schools.

A preliminary breakdown of each of these types of support is outlined below; however, the actual figures will be based on school and district enrollment in supplemental support opportunities. When mutually agreeable, the vendor Project Director and NYSED may reapportion the breakdown of contractual days across the three different models, provided that the total number of contractual days for Deliverables A and B combined does not exceed 10,015 over the course of the contract.

Deliverable A SSP Models Per Participant

	Model A Direct Support and Technical Assistance to School Leaders	Model B Direct Support and Technical Assistance to District Leaders	Model C Direct Support and Technical Assistance to School-Based Practitioners (e.g. coaches, teachers, etc.)
Number of days per participant	15 contract days per school leader supported	10 contract days per district leader supported	10 contract days per practitioner supported

Maximum number of in-person days	9 in-person visits at a rate of 1.5 the daily rate (13.5 contract days)	6 in-person visits at a rate of 1.5 the daily rate	4 in-person visits at a rate of 2.0 the daily rate
Examples of non-in-person support	<ul style="list-style-type: none"> • Virtual check-ins (rate of 0.5 daily rate) • Reports (rate of 0.5 daily rate) 	<ul style="list-style-type: none"> • Virtual check-ins (rate of 0.5 daily rate) • Reports (rate of 0.5 daily rate) 	<ul style="list-style-type: none"> • Virtual check-ins (rate of 0.5 daily rate) • Reports (rate of 0.5 daily rate)
Anticipated number of participants	72	20	40
Anticipated Total Number of Annual Contractual Days	1,080 days	200 days	400 days

Each of these models will use similar rates for each of these services, using the following standard:

In-Person Leadership Coaching: an in-person leadership coaching session is defined as one 3- to 3.5-hour session delivered in-person in models A and B, along with all of the time devoted to travelling to these sessions, preparing for these sessions, and communicating with the participant before and after these sessions. These sessions may be invoiced at a rate of 1.5 the contractual daily rate.

In-Person Practitioner Coaching: an in-person practitioner coaching session is defined as one 4.5- to 5-hour session delivered in-person in model C, along with all of the time devoted to travelling to these sessions, preparing for these sessions, and communicating with the participant before and after these sessions. These sessions may be invoiced at a rate of 2.0 the contractual daily rate.

Virtual Sessions: an in-person virtual session is defined as one 60- to 90-minute session delivered remotely, along with all of the time devoted to preparing for these sessions and communicating with the participant before and after these sessions. These sessions may be invoiced at a rate of 0.5 the contractual daily rate.

Report Writing: SSPs may be asked to generate formal reports documenting their support. It will be the vendor's responsibility for ensuring that these reports are of an acceptable standard. Each of these reports may be invoiced at a rate of 0.5 the contractual daily rate.

Variations to these standards may occur when mutually agreed upon by NYSED and the vendor Project Director. For example, NYSED and the Project Director may agree to establish in-person sessions that are longer or shorter than the standard above at a comparable rate, provided that there is no increase to the overall contract value.

Model A - Direct Support to School Leaders

NYSED anticipates continuing to offer its Enhancing Principal Leadership program, its Targeted Support program, and its Assistant Principal Mentoring program as supplemental support that schools may select. Within this model, an SSP would work closely with the NYSED program liaisons to ensure that one-to-one coaching is provided within the parameters outlined by NYSED. SSPs would incorporate their own experiences as educational leaders to provide personalized coaching and mentorship to existing leaders. In addition to the Enhancing Principal Leadership program, the Targeted Support program, and the Assistant Principal Mentoring program, NYSED may add additional programmatic opportunities for education leaders that would be supported by SSPs in the years ahead.

Model B - Direct Support to District Leaders

NYSED anticipates developing new supports for district leaders that provide coaching and technical assistance around issues facing district leaders in New York. In addition, NYSED will be implementing a Resource Allocation Review process in districts with multiple identified schools. SSPs will work with district leaders to assess the ways in which resources are allocated across schools and consider ways in which the distribution of resources may be done more equitably.

Model C - Direct Support to School-Based Practitioners

NYSED intends to continue to provide a supplemental support program to support the professional learning of instructional coaches through both on-site coaching and cohort learning opportunities. SSPs would be involved in the delivery of this on-site coaching and the potential facilitation of cohort learning. In addition, NYSED may develop additional supplemental support programs geared toward providing coaching and learning to practitioners that will further refine their abilities to implement evidence-based practices within schools.

Deliverable B Whole Group Convenings

As part of the Department's commitment to collaborative support, the Department will, at different times of the year, convene groups of educators to explore content together. SSPs will be involved in these in varying capacities.

Deliverable B In-Person Participation

During the year, NYSED may organize and facilitate professional learning sessions in which SSPs are required to attend in-person, but they will have no formal facilitation responsibilities. These sessions will run approximately 6 hours and can be invoiced at 1.5 contractual days per SSP. The projected amount of annual in-person whole group participation is as follows:

Model A: 12 SSPs, twice a year (1.5 contractual days each), for a total of 36 contractual days

Model B: 5 SSPs, twice a year (1.5 contractual days each), for a total of 15 contractual days

Model C: 8 SSPs, twice a year (1.5 contractual days each), for a total of 24 contractual days

Deliverable B In-Person Facilitation

During the year, NYSED may organize and facilitate professional learning sessions in which SSPs are required to attend in-person and develop content that they then facilitate during the session. These sessions will run approximately 6 hours and can be invoiced at 3.0 contractual days per SSP. The projected amount of annual in-person whole group participation is as follows:

Model A: n/a

Model B: 5 SSPs, four times a year (3 contractual days each), for a total of 60 contractual days

Model C: 8 SSPs, four times a year (3 contractual days each), for a total of 96 contractual days

Deliverable B Virtual Participation

During the year, NYSED may organize and facilitate virtual professional learning sessions in which SSPs are required to attend remotely but have no formal facilitation responsibilities. These sessions will run approximately 2 hours and can be invoiced at 0.5 contractual days per SSP. The projected amount of annual in-person whole group participation is as follows:

Model A: 12 SSPs, four times a year (0.5 contractual days each), for a total of 24 contractual days

Model B: 5 SSPs, eight times a year (0.5 contractual days each), for a total of 20 contractual days

Model C: n/a

Deliverable B Virtual Facilitation

During the year, NYSED may organize and facilitate professional learning sessions in which SSPs are required to attend virtually and develop content that they then facilitate during the session. These sessions will run approximately 2 hours and can be invoiced at 0.75 contractual days per SSP. The projected amount of annual virtual whole group participation is as follows:

- Model A: 12 SSPs, once a year (0.75 contractual days each), for a total of 9 contractual days
- Model B: 5 SSPs, four times a year (0.75 contractual days each), for a total of 15 contractual days
- Model C: 8 SSPs, four times a year (0.75 contractual days each), for a total of 24 contractual days

Deliverable C – SSP Training

The vendor will participate in training pertaining to the NYSED Supplemental Supports. SSPs will participate in the following trainings provided by NYSED in Brooklyn, NY:

- At the onset of the contract:
 - A three*-day orientation training session focused on implementing the NYSED Supplemental Supports and SSP models A, B, and C with fidelity, at the onset of the contract (*May be five days depending on SSP experience. See below.)
- Subsequent Years
 - A three*-day training session each September focused on implementing the NYSED Supplemental Supports and SSP models A, B, and C with fidelity. (*May be four days depending on SSP experience. See below.)

* “Limited” experience shall be defined as having participated in a NYSED supplemental support, as a participant or a facilitator, for less than six months prior to the date of training. If more than 40 percent of the approved consultants from the vendor organization, including subcontractors, have limited experience with the NYSED Supplemental Supports, then the Fall 2024 orientation shall take place across five (5) days, instead of three. In subsequent years, if more than 40 percent of the vendor-supplied SSPs have limited experience with the NYSED Supplemental Supports, then the training shall take place across four days instead of three.

Summary Chart

The following chart provides a summary/overview of deliverables:

SUMMARY / OVERVIEW OF DELIVERABLES			
ACTIVITY	EVENT LENGTH / TIME – MONTHLY	EVENT LENGTH / TIME PER LIFE OF THE CONTRACT	GEOGRAPHIC LOCATION
Deliverable A			
Direct Coaching/Support	2024-25 School Year	1,680 Deliverable A days per year	<ul style="list-style-type: none"> New York State-wide: See Attachment 1 for the current list of NYS schools in the CSI and ATSI Support Models that are eligible for Supplemental Supports.
	2025-26 School Year		
	2026-27 School Year		
	2027-28 School Year		
	2028-29 School Year		
Total Days for Deliverable A: 8,400 Deliverable A days			
Deliverable B			
Whole Group Convenings In-Person participation	2024-25 School Year	75 Deliverable B days per year	<ul style="list-style-type: none"> New York State-wide: See Attachment 1 for the current list of NYS schools in the CSI and ATSI Support Models that are eligible for Supplemental Supports.
	2025-26 School Year		
	2026-27 School Year		
	2027-28 School Year		
	2028-29 School Year		
Whole Group Convenings In-Person Facilitation	2024-25 School Year	156 Deliverable B days per year	<ul style="list-style-type: none"> New York State-wide: See Attachment 1 for the current list of NYS schools in the CSI and ATSI Support Models that are eligible for Supplemental Supports.
	2025-26 School Year		
	2026-27 School Year		
	2027-28 School Year		
	2028-29 School Year		
Whole Group Convenings Virtual Participation	2024-25 School Year	44 Deliverable B days per year	<ul style="list-style-type: none"> Virtual
	2025-26 School Year		
	2026-27 School Year		
	2027-28 School Year		
	2028-29 School Year		
Whole Group Convenings Virtual Facilitation	2024-25 School Year	48 Deliverable B days per year	<ul style="list-style-type: none"> Virtual

	2025-26 School Year 2026-27 School Year 2027-28 School Year 2028-29 School Year		
Total Days for Deliverable B:		1,615 Deliverable B days	
Deliverable C			
SSP Training	September 2024 3 (or 5) days (depending on SSP experience outlined in Deliverable C) September 2025 3 (or 4) days (depending on SSP experience outlined in Deliverable C) September 2026 3 (or 4) days (depending on SSP experience outlined in Deliverable C) September 2027 3 (or 4) days (depending on SSP experience outlined in Deliverable C) September 2028 3 (or 4) days (depending on SSP experience outlined in Deliverable C)	15 to 21 days	<ul style="list-style-type: none"> Brooklyn, NY
Total Work Days of Entire Contract		10,015 "contractual days" (plus 15 to 21 days of training for vendor SSPs)	

Staffing Requirements and Responsibilities

The Project Director is expected to monitor the quality of the performance of individual SSPs and the Logistics Liaison to ensure that all services and any reports are of an acceptable standard. The Project Director is also responsible for ensuring that any organization serving as a subcontractor for this contract is providing services that meet NYSED expectations. NYSED staff will communicate to the Project Director any concerns regarding the quality of the services provided. The Project Director must participate in at least one meeting with NYSED staff each month during the contract period (monthly meetings may be by telephone or video conference).

The Project Director should have project management experience and experience in both leading a school and in supporting continuous improvement in a variety of K-12 settings.

The vendor SSPs should have the following qualifications:

1. Experience in leadership and/or supervision of schools
2. Experience with Common Core/New York State Next Generation Learning Standards, curriculum and Standards alignment, assessment and instruction
3. Experience writing reports summarizing school and district conditions and supports provided
4. Experience with a variety of school settings (elementary, middle, high school) serving a variety of school communities (rural, suburban, urban).
5. Experience providing support and/or feedback to struggling schools
6. Experience in using data to implement specialized intervention strategies to improve the academic performance of students at-risk, including students with disabilities and English language learners
7. Experience with any effective school improvement strategies that have resulted in improved student performance
8. Experience with continuous improvement systems/structures and the implementation and monitoring progress of improvement plans.

To eliminate any potential appearance of conflict of interest and/or misuse of authority, all prospective vendors will need to adhere to the following provisions as part of the contract, and submit their bid knowing that these provisions will be in place:

1. The Project Director, and any additional full-time staff of the vendor who are assigned to this project shall not engage in any consulting around school or district improvement, school or district leadership, or teaching and learning in any public school or district in New York during the life of the contract.
2. Outside of the work assigned through this contract, any independent contractor working on behalf of the vendor for this contract shall not engage in any additional consulting around school or district improvement, school or district leadership, or teaching and learning in the same district(s) supported by that independent contractor during that school year and subsequent summer (i.e. September to September).
3. Outside of the work assigned through this contract, any independent contractor working on behalf of the vendor for this contract shall not engage in any additional consulting around school or district improvement, school or district leadership, or teaching and learning in any school that is part of the Comprehensive Support and Improvement model.

Payments and Reports

Payments for deliverables will be made monthly based on the daily rates identified in the winning vendor's cost proposal, up to the number of days outlined for each deliverable and sub-deliverable in the Description of Services to be Performed section of this RFP. The winning vendor will not be compensated for any additional days beyond those set forth in the Description of Services to be Performed. The actual number of days for each deliverable will be determined at the time of award. Any reduction in award amount will be applied equally across all deliverables/sub-deliverables and will result in the number of days of service in the winning cost proposal.

While payment amounts will be based on the number of days of work carried out by the vendor pursuant to each deliverable/sub-deliverable, payment will be made when deliverables are completed, as follows:

- Payment for Direct Support (Deliverable A) will be made following submission of invoices certifying the completion of any direct supports and the receipt and acceptance of any reports associated with this support.

- Payment for Whole Group Convenings (Deliverable B) will be made following the completion of each event.
- Payment for SSP Training will be made following the completion of each professional development event.

All travel costs will be reimbursed monthly, based on actual expenses incurred up to the total amount indicated in the accepted proposal. Any vendor staff travel must be in accordance with the approved NYS rates. New York State rates are available at the U.S. [General Services Administration](#) website.

Vendors will be required to submit quarterly and annual reports to NYSED in accordance with a format and schedule to be determined at the discretion of NYSED. All invoices submitted for payment must include dates of services and an itemized list of activities and costs consistent with the approved Schedule of Deliverables contained in the executed contract. Invoices with incomplete information will be returned to the vendor.

The vendor project staff and all of its subcontractors performing work on the contract resulting from this RFP must sign an annual New York State Education Department Agreement to Protect the Privacy of Students, Families, Teachers, Staff and others, assuring the confidentiality of all work and discussions carried out under this contract, after the contract is awarded. These signed agreements must be submitted to NYSED prior to the initiation of work under this contract.

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;

Consultant Staff Changes

All contractor staff, including the Project Director and the Logistics Liaison, and the SSPs cannot be replaced without approval of NYSED, upon justification for the change, and must be replaced by staff with comparable experience and expertise, and at a cost equal to or less than the key staff person identified in the vendor's proposal.

NYSED reserves the right to require that the vendor provide replacement SSPs when an SSP's performance does not meet NYSED's expectations. For issues of continued low performance, NYSED

will alert the Project Director in writing that NYSED is requesting that the SSP be placed in probationary status. NYSED will work with the vendor Project Director to identify a plan for improvement that the individual must complete to be removed from probationary status. Any costs associated with this improvement plan, such as mandating that the SSP on probation shadow another SSP, are not reimbursable under the scope of this contract. An SSP, who is on probation, can be removed from the project if improvement is not demonstrated. For issues of egregious behavior that can be viewed as detrimental to NYSED and its system of differentiated support, NYSED reserves the right to require that an SSP is removed immediately from the project.

Contract Period

NYSED will award one (1) contract pursuant to this RFP. The contract resulting from this RFP will be for a term anticipated to begin September 1, 2024, and to end August 31, 2029.

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 section¹. 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.

¹ 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.

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 that 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 that must be met, but as targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire Minority and Women-Owned Business Program work.

12. Contractor shall ensure that enterprises have been identified (M/WBE 102) within the Utilization Plan, and the contractor shall attempt, in good faith, to utilize such enterprise(s) at least to the extent indicated in the plan, as to what measures and procedures contractor intends to take to comply with the provisions of the Article.

13. Upon written notification from NYSED M/WBE Program Unit as to any deficiencies and required remedies thereof, the contractor shall, within the period of time specified, 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 that:

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 their 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 their 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 subcontractor 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.

Project Submission

The proposal submitted in response to this RFP must include the following documents submitted by email to cau@nysed.gov in Microsoft Office or editable PDF per the electronic proposal submission procedures outlined above, preferably with each of the following sets of documents attached as a single file (i.e. one email with four attachments):

1. Submission Documents bearing signatures
2. Technical Proposal bearing signature
3. Cost Proposal
4. M/WBE Documents bearing signatures

The proposal must be received by April 10, 2024. Bids are due by 3:00 PM by email to cau@nysed.gov.

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 that 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 completed Technical Proposal should be labeled **[name of bidder] Technical Proposal – RFP #24-009** and include the following:

- Organizational Capacity and Experience
- Monitoring Implementation and Ensuring Quality
- Resumes
- Letters of reference

I. Organizational Capacity and Experience (35 points)

The proposal must show evidence of adequate human, organizational, technical and professional resources and associated abilities to meet the needs of this RFP. The proposal must provide detailed information explaining the vendor's experience and expertise in areas specific to the supports to be provided and its capacity to successfully undertake the scope of work this project entails. Vendors should demonstrate familiarity with the NYS [Accountability](#) System and the [NYSED Differentiated Support Model](#), prior experience providing leadership coaching and support, experience working with school and district-level staff in New York State, and familiarity with Professional Development facilitation. Applicants should highlight any experience supporting schools in the CSI, ATSI, and TSI models in New York State.

A response that meets the standard for this section will:

- Describe the vendor's capacity to successfully undertake the scope of work this project entails and ensure that high-quality work is completed.
- Describe the vendor's experience working with district-level staff in New York State, referencing the size of districts worked with, the types of communities served (i.e. rural, suburban, urban), and the demographics of the districts in relation to the Every Student Succeeds Act subgroup categories.
- Highlight the vendor's ability to execute a critical and honest assessment of structural/systems gaps and needs within schools and districts by articulating the focus of previous coaching and professional learning provided.
- Provide details about the proposed staffing plan, including an organizational diagram and whether staff will be full- or part-time. The staffing plan should also indicate the current quantity of available staff.
- Provide the resumes for the Project Director and the Logistics Liaison. Please also provide a detailed description of their specific qualifications as they pertain to the services outlined in this RFP. The Project Director should have demonstrated experience with district and school support of the scope and type described in this RFP.
- Provide the resumes of any consultants that serve the vendor currently and that the vendor plans to use to execute the deliverables outlined in this RFP. Provide a detailed description of their qualifications as they pertain to those that are outlined in the Staffing Requirements and Responsibilities section of this RFP and as they are related to services outlined in Deliverables A and B.
- Outline the experiences that vendor SSPs have had collaborating with SEAs (state education agencies) and/or LEAs (local education agencies) to implement the programs developed by the identified agency.
- Describe the vendor's experience developing consultants, to include how the vendor has provided professional support for consultants on previous projects.
- Describe the experience of the vendor organization in providing high quality professional development to senior education officials.
- Provide letters of reference from at least three current professional references to substantiate qualifications. "Current" shall mean references for which the vendor has performed work within the last three years. The letters should speak to any or all of the vendor's/subcontractor's

experience that is described in this “Organizational Capacity and Experience” section of the technical proposal. At least one reference submitted should represent an organization that has been the recipient of in-person district or school support that was provided by the bidder or a subcontractor. If the bidder intends to use a subcontractor(s) to carry out any of the support, the vendor should provide an additional letter of reference(s) for each subcontractor that speaks to the qualifications of the applicable subcontracting entity/entities. Do not use NYSED staff as references.

II. Monitoring Implementation and Ensuring Quality (35 points)

Please provide a detailed description of the vendor’s approach to monitoring the implementation of the school and district level support and ensuring the quality of the support completed by the vendor consultants and project staff, and any corresponding reports developed by vendor consultants.

A quality proposal will include a coherent framework for ensuring that vendor consultants implement with fidelity the supplemental support developed by NYSED that vendor consultants will be trained on annually.

A response that meets the standard for this section will:

- Describe the proposed approach to monitoring the school supports. This should include:
 - A description of the types of materials used to monitor SSPs.
 - A plan for the implicit and explicit supervision and feedback pertaining to the leadership support provided by vendor consultants.
 - A plan for the implicit and explicit supervision and feedback pertaining to the district support provided by vendor consultants.
 - A plan for the implicit and explicit supervision and feedback pertaining to the practitioner support provided by vendor consultants.
- Describe how the vendor will ensure quality control and fidelity to the expectations articulated by NYSED through supervision of all identified vendor consultants.
- Provide a description of tools used to determine the consultants most appropriate for this project and the formative, and summative assessment tools to be used to review the quality of the services provided by each consultant.
- Describe the vendor’s experience developing the capacity of their consultants and coaches and supporting struggling consultants and coaches.
- The vendor must describe how it will ensure that any reports written will be of an acceptable standard.

Cost Proposal (30 points)

The completed Cost Proposal should be labeled **[name of bidder] Cost Proposal – RFP #24-009** and include the following:

- 1.) 5-Year Deliverables-based Budget and Cost Proposal Summary
- 2.) Subcontracting Form
- 3.) M/WBE Purchases Form

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 5-year budget summary.

M/WBE Documents

The completed M/WBE Documents should be labeled **[name of bidder] M/WBE Documents – RFP #24-009**. 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-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. **EEO 100** Staffing Plan
3. **M/WBE 101** Request for Waiver
4. **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)

Technical Proposal	Points
Organizational Capacity and Experience	35
Monitoring Implementation and Ensuring Quality	35
TOTAL	70

Financial Criteria (30 Points)

Cost Proposal	
TOTAL	30

The Financial Criteria portion of this RFP will be scored based upon the grand total for the 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 that 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 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 RFP24-009@nysed.gov.
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 the Contract Administration Unit by emailing: RFP24-009@nysed.gov attention Thomas McBride.
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 ten (10) 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](#).

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 – **Stephen Earley**
Contract Administration Unit – **Thomas McBride**
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 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 submission, NYSED encourages bidders to include it 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 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 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
- **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 Privacy Appendix) **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
9. Certification Under Executive Order No. 16

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

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-Request for Partial Waiver

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

No Participation-Request for Complete Waiver

1. M/WBE Cover Letter
2. **EEO 100** Staffing Plan
3. **M/WBE 101** Request for Waiver
4. **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 Dr. Betty A. Rosa, 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 payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

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

III. Terminations

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

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

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

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

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

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

IV. Indemnification

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

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

V. Property

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

VI. Safeguards for Services and Confidentiality

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

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

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

Appendix A
STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) 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, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

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, citizenship or immigration status, 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 and Technology Development
625 Broadway

Albany, New York 12245
Telephone: 518-292-5100

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 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@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 May 2023, 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 899-bb and State Technology Law § 208).

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

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 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.

(June 2023)

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. 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.

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 procurement contract with the Contractor due to the intentional provision of false or incomplete information.
- E. Contractor affirms that it understands and agrees to comply with the procedures of the STATE relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6)(b).
- F. Contractor certifies that it is in compliance with NYS Public Officers Law, including but not limited to, §73(4)(a).

Notices

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

be changed by notice in writing. Notice shall be considered to have been provided as of the date of receipt of the notice by the receiving party.

Miscellaneous

- A. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.
- B. If required by the Office of State Comptroller ("OSC") Bulletin G-226 and State Finance Law §§ 8 and 163, Contractor agrees to submit an initial planned employment data report on Form A and an annual employment report on Form B. State will furnish Form A and Form B to Contractor if required.
- C. The initial planned employment report must be submitted at the time of approval of this Agreement. The annual employment report on Form B is due by May 15th of each year and covers actual employment data performed during the prior period of April 1st to March 31st. Copies of the report will be submitted to the NYS Education Department, OSC and the NYS Department of Civil Service at the addresses below.

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

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

Reports to DCS are to be transmitted as follows:

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

Reports to NYSED are to be transmitted as follows:

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

By fax: (518) 408-1716

- C. Consultant Staff Changes. If this is a contract for consulting services, Contractor will maintain continuity of the consultant team staff throughout the course of the contract. All changes in staff will be subject to STATE approval. The replacement consultant(s) with comparable skills will be provided at the same or lower hourly rate.
- D. Order of Precedence. In the event of any discrepancy, disagreement, conflict or ambiguity between the various documents, attachments and appendices comprising this contract, they shall be given preference in the following order to resolve any such discrepancy, disagreement, conflict or ambiguity:
 - 1. Appendix A - Standard Clauses for all State Contracts
 - 2. State of New York Agreement
 - 3. Appendix A-1 - Agency Specific Clauses

4. Appendix X - Sample Modification Agreement Form (where applicable)
5. Appendix A-3 - Minority/Women-owned Business Enterprise Requirements (where applicable)
6. Appendix B - Budget
7. Appendix C - Payment and Reporting Schedule
8. Appendix R – Security and Privacy Mandates (where applicable)
9. Appendix D - Program Work Plan

Revised 5/23/22

Appendix R
NEW YORK STATE EDUCATION DEPARTMENT'S
DATA PRIVACY APPENDIX FOR GRANT CONTRACTS

ARTICLE I: DEFINITIONS

As used in this Data Privacy Appendix (“DPA”), the following terms shall have the following meanings:

1. **Access:** The ability to view or otherwise obtain, but not copy or save, data arising from the on-site use of an information system or from a personal meeting.
2. **Breach:** The unauthorized Access, acquisition, use, or Disclosure of Personal Information that is (a) accomplished in a manner not permitted by New York State and federal laws, rules, and regulations, or in a manner that compromises its security or privacy, (b) executed by or provided to a person not authorized to acquire, access, use, or receive it, or (c) a Breach of Contractor’s or Subcontractor’s security that leads to the accidental or unlawful destruction, loss, alteration, Access to or Disclosure of, Personal Information.
3. **Disclose or Disclosure:** The intentional or unintentional release, transfer, or communication of Personal Information by any means, including oral, written, or electronic.
4. **Personal Information:** Information concerning a natural person which, because of name, number, personal mark, or other identifier, can be used to identify such natural person.
5. **Services:** Services provided by Contractor pursuant to this Contract with the New York State Education Department (“NYSED”) to which this DPA is attached and incorporated.
6. **Subcontractor:** Contractor’s non-employee agents, consultants, volunteers, including student interns, who is engaged in the provision of Services pursuant to an agreement with or at the direction of the Contractor.

ARTICLE II: PRIVACY AND SECURITY OF PERSONAL INFORMATION

1. Compliance with Law.

When providing Services pursuant to this Contract, Contractor may receive and/or have Access to Personal Information regulated by one or more New York and/or federal laws and regulations, including, but not limited to, the Family Educational Rights and Privacy Act at 12 U.S.C. § 1232g (34 CFR Part 99); Children's Online Privacy Protection Act at 15 U.S.C. §§ 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment at 20 U.S.C. § 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act at 20 U.S.C. § 1400 et seq. (34 CFR Part 300); the New York Education Law at § 2-d (8 NYCRR Part 121); the New York General Business Law at article 39-F; and the New York Personal Privacy Protection Law at Public Officers Law article 6-A. Contractor agrees to maintain the confidentiality and security of Personal Information in accordance with applicable New York, federal and local laws, rules and regulations.

2. Data Privacy and Security.

- (a) Contractor agrees and understands that Contractor has no property, licensing, or ownership rights or claims to Personal Information Accessed by or Disclosed to Contractor for the purpose of providing Services, and Contractor shall not use Personal Information for any purpose other than to provide Services. Contractor will ensure that its Subcontractors agree and understand that neither the Subcontractor nor Contractor has any property, licensing or ownership rights or claims to Personal Information received or Accessed by or Disclosed to Subcontractor for the purpose of assisting Contractor in providing Services.
- (b) Contractor shall adopt and maintain reasonable safeguards to protect the security, confidentiality, and integrity of Personal Information in a manner that complies with General Business Law section 899-bb and other applicable New York State, federal and local laws, rules and regulations.
- (c) Upon NYSED's request, Contractor may be required to undergo an audit of its privacy and security safeguards, measures, and controls, or in lieu of performing an audit, provide NYSED with an industry standard independent audit report on Contractor's privacy and security practices that is no more than twelve months old.

3. Contractor's Employees and Subcontractors.

- (a) Access to or Disclosure of Personal Information shall only be provided to Contractor's employees and Subcontractors who need to know the Personal Information to provide the Services and such Access and/or Disclosure of Personal Information shall be limited to the extent necessary to provide such Services. Contractor shall ensure that all such employees and Subcontractors comply with the terms of this DPA.
- (b) Contractor must ensure that each Subcontractor performing Services where the Subcontractor will have Access to and/or receive Disclosed Personal Information is contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this DPA.
- (c) Contractor shall examine the data privacy and security measures of its Subcontractors. If at any point a Subcontractor fails to materially comply with the requirements of this DPA, Contractor shall (i) notify NYSED, (ii) as applicable, remove such Subcontractor's Access to Personal Information; and (iii) as applicable, retrieve all Personal Information received or stored by such Subcontractor and/or ensure that such Personal Information has been securely deleted or securely destroyed in accordance with this DPA. In the event there is an incident in which Personal Information held, possessed, or stored by the Subcontractor is compromised, unlawfully Accessed, or unlawfully Disclosed, Contractor shall follow the Data Breach reporting requirements set forth in Section 5 of this DPA.
- (d) Contractor shall take full responsibility for the acts and omissions of its employees and Subcontractors.
- (e) Other than Contractor's employees and Subcontractors who have a need to know the Personal Information, Contractor must not provide Access to or Disclose Personal Information to any other party unless such Disclosure is required by statute, court

order or subpoena, and Contractor notifies NYSED of the court order or subpoena no later than the time the Personal Information is Disclosed, unless such Disclosure to NYSED is expressly prohibited by the statute, court order or subpoena. Notification shall be made in accordance with the Notice provisions of this r Contract and shall also be provided to the Office of the Chief Privacy Officer, NYS Education Department, 89 Washington Avenue, Albany, New York 12234.

- (f) Contractor shall ensure that its Subcontractors know that they cannot provide Access to or Disclose Personal Information to any other party unless such Disclosure is required by statute, court order or subpoena. If a Subcontractor is required to provide Access to or Disclose Personal Information pursuant to a court order or subpoena, the Subcontractor shall, unless prohibited by statute, court order or subpoena, notify Contractor no later than two (2) days before any Personal Information is Disclosed. Upon receipt of notice from a Subcontractor, Contractor shall provide notice to NYSED no later than the time that the Subcontractor is scheduled to provide Access to or Disclose the Personal Information.
- (g) Contactor shall ensure that all its employees and Subcontractors who will receive Personal Information will be trained on the federal and state laws governing confidentiality of such data prior to receipt.

4. Data Return and Destruction of Data.

- (a) Contractor is prohibited from retaining Disclosed Personal Information or continuing to Access Personal Information, including any copy, summary or extract of Personal Information, on any storage medium (including, without limitation, hard copies, and storage in secure data centers and/or cloud-based facilities) beyond the term of the this Contract unless such retention is expressly authorized by the this Contract, necessary for purpose of facilitating the transfer of Personal Information to NYSED, or expressly required by law. As applicable, upon expiration or termination of this Contract, Contractor shall transfer Personal Information to NYSED in a format agreed to by the Parties.
- (b) When the purpose that necessitated Contractor's Access to and/or Disclosure of Personal Information has been completed or Contractor's authority to have Access to Personal Information and/or retain Disclosed Personal Information has expired, Contractor shall ensure that, as applicable, (1) all privileges providing Access to Personal Information are revoked, and (2) all Personal Information (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) retained by Contractor and/or its Subcontractors, including all Personal Information maintained on behalf of Contractor or its Subcontractors in a secure data center and/or cloud-based facilities is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read, or reconstructed. Hard copy media must be shredded or destroyed such that Personal Information cannot be read, or otherwise reconstructed, and electronic media must be securely cleared, purged, or destroyed such that the Personal Information cannot be

retrieved, read, or reconstructed. When Personal Information is held in paper form, destruction of such Personal Information, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.

- (c) Upon request by NYSED, Contractor may be required to provide NYSED with a written certification of (1) revocation of Access to Personal Information granted by Contractor and/or its Subcontractors, and (2) the secure deletion and/or secure destruction of Personal Information held by the Contractor or Subcontractors, at the address for notifications set forth in this Contract.
- (d) To the extent that Contractor and/or its Subcontractors continue to be in possession of any de-identified data (i.e., data that has had all direct and indirect identifiers removed), Contractor agrees that it will not attempt to re-identify de-identified data and/or transfer de-identified data to any person or entity, except as provided in subsection (a) of this section and that it will prohibit its Subcontractors from the same.

5. Breach.

- (a) Contractor shall promptly notify NYSED of any Breach of Personal Information, regardless of whether the Contractor or a Subcontractor suffered the Breach, without delay and in the most expedient way possible, but in no circumstance later than seven (7) calendar days after discovery of the Breach. Notifications shall be made in accordance with the notice provisions of this contract and shall also be provide to the office of the Chief Privacy Officer, NYS Education Department, 89 Washington Avenue, Albany, New York 12234 and must include a description of the Breach that identifies the date of the incident, the date of discovery, the types of Personal Information affected and the number of records affected; a description of Contractor's investigation; and the name of a point of contact.
- (b) Contractor and its Subcontractors will cooperate with NYSED, and law enforcement where necessary, in any investigations into a Breach. Any costs incidental to the required cooperation or participation of the Contractor or its Subcontractors will be the sole responsibility of the Contractor if such Breach is attributable to Contractor or its Subcontractors.
- (c) Contractor shall promptly notify the affected individuals of any Breach, regardless of whether Contractor or a Subcontractor suffered the Breach. Such notice shall be made using one of the methods prescribed by § 899-aa (5) of the New York General Business Law. If Contractor requires information from NYSED to perform such notifications, Contractor shall reimburse NYSED for the cost of assembling and providing such information to Contractor.

6. Termination.

The confidentiality and data security obligations of Contractor under this DPA shall survive any termination of this Contract to which this DPA is attached and shall continue for as long as Contractor or its Subcontractors retain Access to Personal Information.

Attachment 1 – List of Current Schools in the CSI and ATSI Support Models Eligible for Supplemental Supports

District Name	District/School Name	Accountability Support Model for 2023-24 school year
ALBANY CITY SD	ARBOR HILL ELEMENTARY SCHOOL	CSI
ALBANY CITY SD	DELAWARE COMMUNITY SCHOOL	CSI
ALBANY CITY SD	GIFFEN MEMORIAL ELEMENTARY SCHOOL	CSI
ALBANY CITY SD	MYERS MIDDLE SCHOOL	CSI
ALBANY CITY SD	NORTH ALBANY ACADEMY MIDDLE SCHOOL	CSI
ALBANY CITY SD	ROOTS ACADEMY-WEST HILL	CSI
ALBANY CITY SD	THOMAS S O'BRIEN ACAD OF SCI & TECH	ATSI
AMSTERDAM CITY SD	R J MCNULTY ACADEMY	CSI
AMSTERDAM CITY SD	WILBUR H LYNCH LITERACY ACADEMY	CSI
AMSTERDAM CITY SD	WILLIAM H BARKLEY MICRO SOCIETY	ATSI
AUBURN CITY SD	AUBURN JUNIOR HIGH SCHOOL	ATSI
BINGHAMTON CITY SD	BENJAMIN FRANKLIN ELEMENTARY	ATSI
BINGHAMTON CITY SD	CALVIN COOLIDGE SCHOOL	ATSI
BINGHAMTON CITY SD	EAST MIDDLE SCHOOL	CSI
BINGHAMTON CITY SD	MACARTHUR SCHOOL	ATSI
BINGHAMTON CITY SD	THEODORE ROOSEVELT SCHOOL	ATSI
BINGHAMTON CITY SD	WEST MIDDLE SCHOOL	ATSI
BRENTWOOD UFSD	HEMLOCK ELEMENTARY SCHOOL	ATSI
BUFFALO CITY SD	ACADEMY SCHOOL	CSI
BUFFALO CITY SD	BENNETT PARK MONTESSORI SCHOOL	CSI
BUFFALO CITY SD	BILINGUAL CENTER	CSI
BUFFALO CITY SD	BUFFALO ES OF TECHNOLOGY	CSI
BUFFALO CITY SD	BUILD COMMUNITY SCHOOL	CSI
BUFFALO CITY SD	COMMUNITY SCHOOL #53	CSI
BUFFALO CITY SD	DR A PANTOJA COMM SCH EXCLLNCE -#18	ATSI
BUFFALO CITY SD	DR LYDIA T WRIGHT SCH OF EXCELLENCE	CSI
BUFFALO CITY SD	D'YOUVILLE-PORTER CAMPUS	CSI
BUFFALO CITY SD	FRANK A SEDITA SCHOOL #30	CSI
BUFFALO CITY SD	HARRIET ROSS TUBMAN ACADEMY	CSI
BUFFALO CITY SD	HARVEY AUSTIN SCHOOL #97	CSI

BUFFALO CITY SD	HERMAN BADILLO BILINGUAL ACADEMY	CSI
BUFFALO CITY SD	HIGHGATE HEIGHTS	CSI
BUFFALO CITY SD	INTERNATIONAL SCHOOL	CSI
BUFFALO CITY SD	LOVEJOY DISCOVERY SCHOOL #43	CSI
BUFFALO CITY SD	MARTIN LUTHER KING JR #48	CSI
BUFFALO CITY SD	MARVA J DANIEL FUTURES PREP SCHOOL	CSI
BUFFALO CITY SD	PATHWAYS ACADEMY	CSI
BUFFALO CITY SD	PFC WILLIAM J GRABIARZ #79	CSI
BUFFALO CITY SD	PS 59 DR CHARLES DREW SCI MAGNET	CSI
BUFFALO CITY SD	PS 74 HAMLIN PARK CLAUDE AND OUIDA	CSI
BUFFALO CITY SD	SOUTHSIDE ELEMENTARY SCHOOL	ATSI
CENTRAL ISLIP UFSD	CORDELLO AVENUE ELEMENTARY SCHOOL	ATSI
CHEEKTOWAGA CSD	CHEEKTOWAGA MIDDLE SCHOOL	ATSI
CHEEKTOWAGA-SLOAN UFSD	JOHN F KENNEDY MIDDLE SCHOOL	ATSI
CLYDE-SAVANNAH CSD	CLYDE-SAVANNAH ELEMENTARY SCHOOL	CSI
COHOES CITY SD	ABRAM LANSING SCHOOL	ATSI
DUNKIRK CITY SD	DUNKIRK INTERMEDIATE SCHOOL	ATSI
EAST RAMAPO CSD (SPRING VALLEY)	ELDORADO ELEMENTARY SCHOOL	CSI
EAST RAMAPO CSD (SPRING VALLEY)	FLEETWOOD ELEMENTARY SCHOOL	CSI
EAST RAMAPO CSD (SPRING VALLEY)	POMONA MIDDLE SCHOOL	CSI
EAST RAMAPO CSD (SPRING VALLEY)	SPRING VALLEY HIGH SCHOOL	ATSI
EAST RAMAPO CSD (SPRING VALLEY)	SUMMIT PARK ELEMENTARY SCHOOL	CSI
ELLENVILLE CSD	ELLENVILLE JUNIOR/SENIOR HIGH SCHOOL	ATSI
ELMIRA CITY SD	DIVEN SCHOOL	ATSI
ELMIRA CITY SD	ERNIE DAVIS ACADEMY	CSI
ELMIRA CITY SD	FASSETT ELEMENTARY SCHOOL	CSI
ELMIRA CITY SD	PARLEY COBURN SCHOOL	ATSI
ELMIRA CITY SD	THOMAS K BEECHER SCHOOL	CSI
FALLSBURG CSD	BENJAMIN COSOR ELEMENTARY SCHOOL	CSI
FALLSBURG CSD	FALLSBURG JUNIOR-SENIOR HS	CSI
GENEVA CITY SD	GENEVA MIDDLE SCHOOL	ATSI
GENEVA CITY SD	NORTH STREET ELEMENTARY SCHOOL	ATSI
GLOVERSVILLE CITY SD	GLOVERSVILLE MIDDLE SCHOOL	ATSI

GREECE CSD	OLYMPIA HIGH SCHOOL	ATSI
ITHACA CITY SD	ENFIELD SCHOOL	CSI
KINGSTON CITY SD	J WATSON BAILEY MIDDLE SCHOOL	ATSI
KINGSTON CITY SD	JOHN F KENNEDY SCHOOL	CSI
KINGSTON CITY SD	M CLIFFORD MILLER MIDDLE SCHOOL	CSI
LACKAWANNA CITY SD	LACKAWANNA MIDDLE SCHOOL	CSI
LAFAYETTE CSD	ONONDAGA NATION SCHOOL	CSI
LOCKPORT CITY SD	EMMET BELKNAP INTERMEDIATE SCHOOL	ATSI
LONGWOOD CSD	LONGWOOD MIDDLE SCHOOL	CSI
MALONE CSD	DAVIS ELEMENTARY SCHOOL	CSI
MALONE CSD	MALONE MIDDLE SCHOOL	ATSI
MONTICELLO CSD	GEORGE L COOKE SCHOOL	CSI
NEWARK CSD	NEWARK MIDDLE SCHOOL	ATSI
NEWARK CSD	NORMAN R KELLEY INTERMEDIATE	ATSI
NEWBURGH CITY SD	BALMVILLE SCHOOL	ATSI
NEWBURGH CITY SD	GIDNEY AVENUE MEMORIAL SCHOOL	ATSI
NEWBURGH CITY SD	SOUTH MIDDLE SCHOOL	CSI
NIAGARA FALLS CITY SD	GASKILL PREPARATORY SCHOOL	ATSI
NIAGARA FALLS CITY SD	SEVENTY NINTH STREET SCHOOL	ATSI
NYC GEOG DIST # 2 - MANHATTAN	INDEPENDENCE HIGH SCHOOL	CSI
NYC GEOG DIST # 2 - MANHATTAN	SATELLITE ACADEMY HIGH SCHOOL	CSI
NYC GEOG DIST # 4 - MANHATTAN	EDWARD A REYNOLDS WEST SIDE HS	CSI
NYC GEOG DIST # 5 - MANHATTAN	EAGLE ACAD-YOUNG MEN-HARLEM	ATSI
NYC GEOG DIST # 5 - MANHATTAN	FREDERICK DOUGLASS ACADEMY	CSI
NYC GEOG DIST # 5 - MANHATTAN	SEED HARLEM	CSI
NYC GEOG DIST # 7 - BRONX	JILL CHAIFETZ TRANSFER HIGH SCHOOL	CSI
NYC GEOG DIST # 7 - BRONX	PS/IS 224	CSI
NYC GEOG DIST # 7 - BRONX	URBAN ASSEMBLY BRONX OF LETTERS	CSI
NYC GEOG DIST # 8 - BRONX	LONGWOOD ACADEMY-DISCOVERY	CSI
NYC GEOG DIST # 8 - BRONX	SOUNDVIEW ACADEMY	CSI
NYC GEOG DIST # 9 - BRONX	NEW AMERICAN ACAD-R CLEMENTE	CSI
NYC GEOG DIST # 9 - BRONX	NEW DIRECTIONS SECONDARY SCHOOL	CSI
NYC GEOG DIST # 9 - BRONX	PS 55 BENJAMIN FRANKLIN	CSI
NYC GEOG DIST # 9 - BRONX	SCHOOL FOR EXCELLENCE	ATSI

NYC GEOG DIST #10 - BRONX	INTERNATIONAL SCHOOL-LIBERAL ARTS	CSI
NYC GEOG DIST #10 - BRONX	KINGSBRIDGE INTERNATIONAL HS	CSI
NYC GEOG DIST #10 - BRONX	PS 46 EDGAR ALLAN POE	ATSI
NYC GEOG DIST #10 - BRONX	PS 59 COMMUNITY SCHOOL-TECHNOLOGY	CSI
NYC GEOG DIST #10 - BRONX	PULSE HIGH SCHOOL	CSI
NYC GEOG DIST #10 - BRONX	WEST BRONX ACAD FOR THE FUTURE	ATSI
NYC GEOG DIST #12 - BRONX	BRONX CAREER AND COLLEGE PREP HS	CSI
NYC GEOG DIST #12 - BRONX	PS 195	CSI
NYC GEOG DIST #13 - BROOKLYN	BROOKLYN ACADEMY HIGH SCHOOL	CSI
NYC GEOG DIST #13 - BROOKLYN	BROOKLYN HS-LEADERSHIP & COMMUNITY	CSI
NYC GEOG DIST #13 - BROOKLYN	PS 307 DANIEL HALE WILLIAMS	CSI
NYC GEOG DIST #14 - BROOKLYN	LYONS COMMUNITY SCHOOL	CSI
NYC GEOG DIST #14 - BROOKLYN	PS 18 EDWARD BUSH	CSI
NYC GEOG DIST #15 - BROOKLYN	IS 136 CHARLES O DEWEY	CSI
NYC GEOG DIST #16 - BROOKLYN	RESEARCH AND SERVICE HIGH SCHOOL	CSI
NYC GEOG DIST #17 - BROOKLYN	ASPIRATIONS DIPLOMA PLUS HS	CSI
NYC GEOG DIST #19 - BROOKLYN	PS 213 NEW LOTS	CSI
NYC GEOG DIST #23 - BROOKLYN	METROPOLITAN DIPLOMA PLUS HS	CSI
NYC GEOG DIST #27 - QUEENS	PS/MS 42 R VERNAM	CSI
NYC GEOG DIST #31 - STATEN ISLAND	IS 49 BERTA A DREYFUS	ATSI
NYC GEOG DIST #31 - STATEN ISLAND	PS 20 PORT RICHMOND	CSI
NYC GEOG DIST #31 - STATEN ISLAND	PS 31 WILLIAM T DAVIS	CSI
NYC GEOG DIST #32 - BROOKLYN	BUSHWICK COMMUNITY HS	CSI
NYC GEOG DIST #32 - BROOKLYN	JHS 291 ROLAND HAYES	CSI
POUGHKEEPSIE CITY SD	POUGHKEEPSIE HIGH SCHOOL	CSI
POUGHKEEPSIE CITY SD	POUGHKEEPSIE MIDDLE SCHOOL	CSI
RENSSELAER CITY SD	RENSSELAER JUNIOR/SENIOR HIGH	CSI
RIVERHEAD CSD	RIVERHEAD MIDDLE SCHOOL	ATSI
RIVERHEAD CSD	ROANOKE AVENUE SCHOOL	CSI

ROCHESTER CITY SD	ANNA MURRAY-DOUGLASS ACADEMY	CSI
ROCHESTER CITY SD	DR ALICE HOLLOWAY YOUNG SCHOOL OF EX	CSI
ROCHESTER CITY SD	DR WALTER COOPER ACADEMY	CSI
ROCHESTER CITY SD	EAST LOWER SCHOOL	CSI
ROCHESTER CITY SD	EAST UPPER HIGH SCHOOL	ATSI
ROCHESTER CITY SD	EDISON CAREER AND TECHNOLOGY HIGH	CSI
ROCHESTER CITY SD	FRANKLIN LOWER SCHOOL	CSI
ROCHESTER CITY SD	FRANKLIN UPPER SCHOOL	CSI
ROCHESTER CITY SD	JAMES MONROE UPPER SCHOOL	CSI
ROCHESTER CITY SD	JOSEPH C WILSON FOUNDATION ACADEMY	CSI
ROCHESTER CITY SD	JOSEPH C WILSON MAGNET HIGH SCH	ATSI
ROCHESTER CITY SD	MONROE LOWER SCHOOL	CSI
ROCHESTER CITY SD	NORTHEAST COLLEGE PREP HIGH SCHOOL	CSI
ROCHESTER CITY SD	NORTHWEST COLLEGE PREP HIGH SCHOOL	CSI
ROCHESTER CITY SD	RISE COMMUNITY SCHOOL	CSI
ROCHESTER CITY SD	SCHOOL 16-JOHN WALTON SPENCER	CSI
ROCHESTER CITY SD	SCHOOL 17-ENRICO FERMI	CSI
ROCHESTER CITY SD	SCHOOL 22-LINCOLN SCHOOL	CSI
ROCHESTER CITY SD	SCHOOL 28-HENRY HUDSON	CSI
ROCHESTER CITY SD	SCHOOL 29-ADLAI E STEVENSON	CSI
ROCHESTER CITY SD	SCHOOL 2-CLARA BARTON	CSI
ROCHESTER CITY SD	SCHOOL 33-JOHN JAMES AUDUBON	CSI
ROCHESTER CITY SD	SCHOOL 35-PINNACLE	CSI
ROCHESTER CITY SD	SCHOOL 39-ANDREW J TOWNSON	CSI
ROCHESTER CITY SD	SCHOOL 42-ABELARD REYNOLDS	CSI
ROCHESTER CITY SD	SCHOOL 45-MARY MCLEOD BETHUNE	CSI
ROCHESTER CITY SD	SCHOOL 50-HELEN BARRETT MONTGOMERY	CSI
ROCHESTER CITY SD	SCHOOL 52-FRANK FOWLER DOW	ATSI
ROCHESTER CITY SD	SCHOOL 54-FLOWER CITY COMM SCHOOL	CSI
ROCHESTER CITY SD	SCHOOL 58-WORLD OF INQUIRY SCHOOL	CSI
ROCHESTER CITY SD	SCHOOL 5-JOHN WILLIAMS	CSI
ROCHESTER CITY SD	SCHOOL 7-VIRGIL GRISSOM	CSI
ROCHESTER CITY SD	SCHOOL 8-ROBERTO CLEMENTE	CSI

ROCHESTER CITY SD	SCHOOL 9-DR MARTIN LUTHER KING JR	CSI
ROME CITY SD	BELLAMY ELEMENTARY SCHOOL	CSI
ROME CITY SD	GANSEVOORT ELEMENTARY SCHOOL	CSI
SCHENECTADY CITY SD	CENTRAL PARK MIDDLE SCHOOL	CSI
SCHENECTADY CITY SD	DR MARTIN LUTHER KING JR ES	CSI
SCHENECTADY CITY SD	HAMILTON ELEMENTARY SCHOOL	CSI
SCHENECTADY CITY SD	LINCOLN ELEMENTARY SCHOOL	CSI
SCHENECTADY CITY SD	MONT PLEASANT MIDDLE SCHOOL	CSI
SCHENECTADY CITY SD	PLEASANT VALLEY ELEMENTARY SCHOOL	CSI
SCHENECTADY CITY SD	VAN CORLAER ELEMENTARY SCHOOL	ATSI
SCHENECTADY CITY SD	WILLIAM C KEANE ELEMENTARY SCHOOL	CSI
SODUS CSD	SODUS INTERMEDIATE SCHOOL	ATSI
SOUTH COUNTRY CSD	BELLPORT MIDDLE SCHOOL	ATSI
SYRACUSE CITY SD	BELLEVUE ELEMENTARY SCHOOL	CSI
SYRACUSE CITY SD	BRIGHTON ACADEMY	CSI
SYRACUSE CITY SD	CLARY MIDDLE SCHOOL	CSI
SYRACUSE CITY SD	DELAWARE PRIMARY SCHOOL	CSI
SYRACUSE CITY SD	DR WEEKS ELEMENTARY SCHOOL	CSI
SYRACUSE CITY SD	EDWARD SMITH K-8 SCHOOL	ATSI
SYRACUSE CITY SD	FRAZER K-8 SCHOOL	CSI
SYRACUSE CITY SD	GRANT MIDDLE SCHOOL	CSI
SYRACUSE CITY SD	HENNINGER HIGH SCHOOL	ATSI
SYRACUSE CITY SD	LINCOLN MIDDLE SCHOOL	CSI
SYRACUSE CITY SD	MCKINLEY-BRIGHTON ELEMENTARY	CSI
SYRACUSE CITY SD	NOTTINGHAM HIGH SCHOOL	ATSI
SYRACUSE CITY SD	PORTER ELEMENTARY SCHOOL	ATSI
SYRACUSE CITY SD	PUBLIC SERVICE LEADERSHIP ACA-FOWLER	CSI
SYRACUSE CITY SD	ROBERTS K-8 SCHOOL	CSI
SYRACUSE CITY SD	SEYMOUR DUAL LANGUAGE ACADEMY	CSI
SYRACUSE CITY SD	STEAM AT DR KING ELEMENTARY	CSI
SYRACUSE CITY SD	SYRACUSE STEM AT BLODGETT	CSI
SYRACUSE CITY SD	VAN DUYN ELEMENTARY SCHOOL	CSI
SYRACUSE CITY SD	WEBSTER ELEMENTARY SCHOOL	CSI
WAVERLY CSD	WAVERLY MIDDLE SCHOOL	ATSI
WILLIAM FLOYD UFSD	WILLIAM FLOYD LEARNING CENTER	CSI
YONKERS CITY SD	BARACK OBAMA SCHOOL FOR SJ	CSI
YONKERS CITY SD	MUSEUM SCHOOL 25	CSI