

REQUEST FOR PROPOSAL (RFP)

RFP No.: GT-14  
 NEW YORK STATE EDUCATION DEPARTMENT

**Teacher Effectiveness: Training and Tools for Teacher Evaluators**

Title	Teacher Effectiveness: Training and Tools for Teacher Evaluators
Description	<p>The New York State Education Department (NYSED) is requesting proposals from qualified vendors to plan, design, and deliver a training program using a train-the-trainer model to implement new performance evaluations for teachers. The training for teacher evaluators will be provided throughout the contract period to field-based school district staff and “network teams” (defined below), who will then train evaluators of teachers, most of whom will be school principals.</p> <p>The overall training program will be designed to</p> <ol style="list-style-type: none"> <li>1. Provide a common language to discuss effective teacher practices and actions</li> <li>2. Articulate clear expectations for effective, evidence-based teacher practice, based on the NYS Teaching Standards  <a href="http://www.highered.nysed.gov/tcert/pdf/teachingstandards9122011.pdf">http://www.highered.nysed.gov/tcert/pdf/teachingstandards9122011.pdf</a></li> <li>3. Provide highly effective (as determined by specific measurements), and intensive training to teacher evaluator trainers statewide and successive, duplicative trainings for second and third cohorts in the remaining years</li> <li>4. Include the initial and on-going calibration among network team members through inter-rater reliability, defined herein as a standard whereby observers accurately assess practice against agreed-upon criteria</li> <li>5. Include an aligned set of tools, protocols, and processes for teacher performance reviews.</li> </ol> <p>The successful bidder must provide the following services:</p> <ol style="list-style-type: none"> <li>1. Design and coordinate a coherent system of tools and training for the evaluation of teacher practice for all students, including English Language Learners, Students with Disabilities, and Students Performing below Grade Level. The evaluation of teacher practice must employ evidence-based observations and be based on the Annual Professional Performance Review (APPR) laws and regulations  <a href="http://www.p12.nysed.gov/part100/pages/1002.html#o">http://www.p12.nysed.gov/part100/pages/1002.html#o</a> and  <a href="http://www.counsel.nysed.gov/rules/july11/100.2Subpart30-2TERMS.pdf">http://www.counsel.nysed.gov/rules/july11/100.2Subpart30-2TERMS.pdf</a> pp. 38-41.</li> <li>2. The bidder must design and supply an assessment system which provides ongoing formative measurement of evaluator effectiveness and inter-rater reliability and reports evaluator development over time.</li> <li>3. Tools and training for teacher evaluators and teachers to develop and evaluate student learning objectives instruction in all schools.</li> </ol> <p>For purposes of this RFP:</p> <ol style="list-style-type: none"> <li>1. <b>Network teams</b> are defined as: school and district support teams, with expertise in curriculum, data analysis, and instruction who are responsible for the implementation of Race to the Top Initiatives, including the new comprehensive teacher evaluation</li> </ol>

	<p>program.</p> <p>2. <b>Tools</b> include, but are not limited to: guidance materials for implementation and turn-key training in districts and schools; self-study guides for teachers; Web-based materials for scoring; online and print materials to assist in the implementation of the New York State Learning Standards, including the Common Core <a href="http://www.p12.nysed.gov/ciai/standards.html">http://www.p12.nysed.gov/ciai/standards.html</a> , <a href="http://engageny.org/common-core/">http://engageny.org/common-core/</a> ; and the Teacher Evaluation Rubrics <a href="http://usny.nysed.gov/rttt/teachers-leaders/practicrubrics/home.html">http://usny.nysed.gov/rttt/teachers-leaders/practicrubrics/home.html</a></p> <p>3. <b>Evidence-based observation</b> is defined as the practice of witnessing teacher practice, collecting real-time evidence (including student talk, teacher talk, student actions, teacher actions, student work, lesson plans, classroom materials, etc) and using that evidence to support claims, feedback, and evaluation against a rubric of effective practice.</p> <p>4. <b>Student learning objectives</b> are defined as measures of student learning growth which, according to the Education Law §3012-c, districts must develop for teacher evaluation in the non-tested areas <a href="http://usny.nysed.gov/rttt/teachers-leaders/fieldguidance.pdf">http://usny.nysed.gov/rttt/teachers-leaders/fieldguidance.pdf</a> , page 15.</p>	
Eligibility	<p>Eligible applicants include but are not limited to local education agencies (LEA's); Boards of Cooperative Educational Services (BOCES); public or private institutions of higher education (IHEs); and not-for-profit and for-profit organizations, companies or agencies.</p> <p>For the purposes of this RFP, an LEA is defined as a public school district or a charter school.</p> <p>Subcontracting will be limited to forty percent (40%) of the annual contract budget. Subcontracting is defined as non-employee direct personal services and related incidental expenses, including travel. Bidders are required to comply with NYSED's Minority and Women-Owned Business Enterprises (M/WBE) participation goals for this RFP. Please see the section on NYSED's Minority/Women-Owned Business Enterprise (M/WBE) Compliance Requirements.</p>	
Submissions are Due By ( <i>must be RECEIVED by</i> )	11/03/2011 by 3:00 p.m.	
Submission Address	<p>NYS Education Department Bureau of Fiscal Management Contract Administration Unit 89 Washington Avenue, Room 505W EB Albany, NY12234 Facsimile copies of the proposals are NOT acceptable.</p>	
Issue Date	10/7/2011	
Questions Regarding This Request	<p>Questions regarding the request must be submitted by email to <a href="mailto:TEACHEFFRFP@mail.nysed.gov">TEACHEFFRFP@mail.nysed.gov</a> no later than the close of business <b>10/20/2011</b>. Questions regarding this request should be identified as Program, Fiscal or M/WBE. A questions and answers summary will be posted to <a href="http://usny.nysed.gov/rttt/">http://usny.nysed.gov/rttt/</a> no later than 10/25/2011.</p>	
Program Matters Name: Ken Slentz <a href="mailto:TEACHEFFRFP@ma">TEACHEFFRFP@ma</a>	Fiscal Matters Name: Lynn Caruso <a href="mailto:TEACHEFFRFP@mail.nysed.gov">TEACHEFFRFP@mail.nysed.gov</a>	M/WBE Matters Name: Joan Ramsey <a href="mailto:TEACHEFFRFP@mail.nysed.gov">TEACHEFFRFP@mail.nysed.gov</a>

**Background:**

New York State's successful Race to the Top (RTTT) application <http://usny.nysed.gov/rttt/application/> and recently enacted legislation, Education Law §3012-c <http://usny.nysed.gov/rttt/teachers-leaders/fieldguidance.pdf> created a new performance evaluation system for teachers, the Annual Professional Performance Review (APPR). The new APPR will fundamentally change the way teachers are evaluated for decisions relating to promotion, retention, tenure, supplemental compensation, support, and professional development, and termination.

The APPR laws and regulations establish a comprehensive evaluation system for teachers based on multiple measures of effectiveness, including student achievement. These laws and regulations require annual evaluations for every teacher. Based on these evaluations, teachers will be assigned an effectiveness rating, which will inform the development of improvement plans, as well as support decisions about promotion, termination, retention, and supplemental compensation.

Based on these new laws, regulations, and initiatives to improve teaching and learning for all students and all teachers in New York State, the New York State Education Department (NYSED) is requesting proposals from qualified vendors to provide design and training services to implement a new Teacher Evaluation System. The training will be provided over the course of a year to the field-based network teams and district staff. Using a train-the-trainer model, the network teams and district staff will then train the evaluators of teachers, mostly school principals.

**Eligible Applicants:**

The eligible applicants may include but are not limited to local education agencies (LEA's); Boards of Cooperative Educational Services (BOCES); public or private institutions of higher education (IHEs); and not-for-profit and for-profit organizations, companies or agencies.

Subcontracting will be limited to 40 percent (40%) of the annual contract budget. Subcontracting is defined as non-employee direct personal services and related incidental expenses, including travel. Bidders are required to comply with NYSED's Minority and Women-Owned Business Enterprises (M/WBE) participation goals. The goals are **17%** Minority Business Enterprise (MBE) and **12%** Women-Owned Business Enterprise. Please see the section on M/WBE Mandatory Requirements for information regarding NYSED's Minority/Women-Owned Business Enterprise Procurement Policy.

Details for how proposals may be submitted are located in "Section II – Submission" of this RFP.

**Contract Lengths and Service Timetables**

Contract resulting from this RFP will run from 01/3/2012 until 09/23/2014.

NYSED expects that for each deliverable three yearly cycles of planning, designing, delivery, and assessment will occur in the contract period. The first cycle will be a compressed timeframe since delivery and calibration must be complete by June 2012. The second and third cycle may involve modifications to plan and materials and delivery will include some advanced sessions for previous attendees and some sessions for new trainees.

**Service Area**

All of New York State. Planning meetings and training delivery are expected to take place in-person in Albany, NY. Providers may be located in other states.

**Mandatory Requirements**

See Mandatory Requirements section of the RFP.

**Components Contained in this RFP Proposal:**

- 1) Description of Services to Be Performed (including Statement of Work, Deliverables, and Time Lines)
- 2) Evaluation Criteria and Method of Award
- 3) Submission Requirements
- 4) Assurances
- 5) Submission Documents (separate document)

**Timetable**

<b>Activity</b>	<b>Date</b>
Release of RFP	10/07/2011
Final Date for Receipt of Questions	10/20/2011
Official Responses to Questions	10/25/2011
Proposal Received Date / RFP Close	11/03/2011
Anticipated Notification of Winner	11/16/2011
Projected Contract Start Date	1/3/2012

**Questions Regarding this RFP Proposal**

All questions regarding the request must be submitted by E-mail to [TEACHEFFRFP@mail.nysed.gov](mailto:TEACHEFFRFP@mail.nysed.gov) no later than the close of business 10/20/2011. Questions regarding this request should be identified as Program, Fiscal or M/WBE.

A Questions and Answers Summary will be posted to <http://usny.nysed.gov/rttt/> no later than **October 25, 2011**.

**Program Matters**

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**Fiscal Matters**

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**M/WBE Matters**

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**SUBMISSION**

The following documents must be submitted in separately sealed envelopes, as detailed in the Submission section of the RFP, and be received at NYSED no later than 11/03/2011 **3:00 PM**:

1. Technical Proposal: Submit six (6) hard copies, one bearing an original signature, in blue ink if indicated, and one (1) electronic copy on CD-ROM. Label envelope **Technical/Management Proposal, – RFP #GT-14 Do Not Open**. The proposal should not exceed 50 pages, not including attachments. The Project Narrative must not exceed 50 double-spaced 8 ½ x 11 pages in Times New Roman font, standard style 12-point font and one inch margins. Please number all pages. This page limit does not include the forms and assurances in Section V - Submission Documents. Additional material including videos and/or DVDs, publications, press

clippings, and letters of testimonial support should not be submitted and will be discarded. An electronic copy of the technical proposal must be submitted in Microsoft Word or portable document file (.pdf) on CD-ROM.

2. Cost Proposal: Submit three (3) hard copies, one bearing an original signature, and one (1) copy on CD-ROM. Label envelope **Cost Proposal, RFP #GT-14 Do Not Open.**
3. M/WBE Documents, which can be accessed at the following link: <http://www.oms.nysed.gov/fiscal/MWBE/forms.html>. Submit three (3) hard copies, one bearing an original signature, in blue ink if indicated. Label envelope **M/WBE Documents,– RFP #GT-14 Do Not Open.**

The mailing address for all the above documentation is:

NYS Education Department  
Bureau of Fiscal Management  
Contract Administration Unit  
89 Washington Avenue, Room 505W EB  
Albany, NY 12234

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

## SECTION I: DESCRIPTION OF SERVICES

### Statement of Work and Specifications, Deliverables, and Time Lines

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.

The New York State Education Department (NYSED) is requesting proposals from eligible applicants to provide design and training services for the implementation of a new Teacher Evaluation System. The training will be provided as defined in deliverable schedule to the field-based network teams, district and charter school staff. Using a train-the-trainer model, the network teams and district staff will then train the evaluators of teachers, most of whom are school principals.

The successful bidder must provide the following services:

1. Develop and Implement a Training Plan for Teacher Evaluators based on NYS Commissioners Regulations §100.2 (o) and 30-2.9
  - a. The training plan must include:
    - i. Learning objectives and measurable outcomes
    - ii. Scope and sequence of learning events including:
      1. Evidence-based observation/evaluation skills
      2. Training based on the New York State Teaching Standards
      3. Criteria for meaningful evidence
      4. Identification of evidence of effective implementation of Common Core learning standards in classrooms and relate it to relevant sections of teacher practice rubrics
      5. Identification of evidence of effective use of data-driven instructional techniques in classrooms and relate it to relevant sections of teacher practice rubrics
      6. Approach to differentiating basic training scope materials and delivery to support trainees whose districts are using state-approved Charlotte Danielson-based state approved teacher evaluation rubrics and the NYSUT state-approved rubric
      7. Delivering actionable, standards-based feedback to teachers
      8. The methodology for and implementation of a system which establishes calibration (see below) of teacher evaluators.
  - b. Plans and materials for evaluating the monolingual and bilingual teachers of English Language Learners (ELLs) including:
    - i. Research-based practices for teaching English Language Learners, including speaking, listening, reading and writing in both English and the native language
    - ii. Specific examples of research-based best practices in ELL student instruction and how teacher evaluators can identify evidence of these practices in classroom observation, teacher conferences or other sources of evidence
    - iii. The linkages between NY State Teaching Standards, the approved teacher practice rubrics and the research-based best practices in ELL student instruction
    - iv. Specific examples of ELL student data that can be incorporated into evidence of student learning and/or teacher practice with ELL students.
  - c. Plans and materials for evaluating the general education and special education teachers of Students with Disabilities including:

- i. Research-based practices, including Universal Design for Learning (UDL), Response to Intervention (RtI), Positive Behavior Interventions and Supports (PBIS), and Assistive Technology (AT), as well as research-based instructional practices for students with all levels of disabilities, including ELLs with disabilities
  - ii. Specific examples of research-based best practices in instruction of students with all levels of disabilities and how teacher evaluators can identify evidence of these practices in classroom observation, teacher conferences or other sources of evidence
  - iii. Linkages between NY State Teaching Standards, the approved teacher practice rubrics and the research-based best practices in instruction of students with all levels of disabilities
  - iv. Specific examples of students with disability data that can be incorporated into evidence of student learning and/or teacher practice with students with all levels of disabilities.
- d. Plans and materials for evaluating the teachers of students performing below grade level including:
- i. Research-based practices, including Universal Design for Learning (UDL), Response to Intervention (RtI), Positive Behavior Interventions and Supports (PBIS), and Assistive Technology (AT), as well as research-based instructional practices for accelerating achievement for students performing below grade level
  - ii. Specific examples of research-based best practices in instruction to accelerate achievement for students performing below grade level and how teacher evaluators can identify evidence of these practices in classroom observation, teacher conferences or other sources of evidence
  - iii. Linkages between NY State Teaching Standards, approved teacher practice rubrics and the research-based best practices in instruction to accelerate achievement for students performing below grade level
  - iv. Specific examples of student data that can be incorporated into evidence of student learning and/or teacher practice with students performing below grade level.
  - v. Specific examples of learning activities that have a proven efficacy with students performing below grade level.
- e. Creation of training modules that can be replicated for training teacher evaluators.
- f. Explicit inclusion of linkages between the New York State Teaching Standards <http://www.highered.nysed.gov/tcert/pdf/teachingstandards9122011.pdf> , Teacher Practice Rubrics <http://usny.nysed.gov/rttt/teachers-leaders/practicrubrics/home.html> , and the practices required to implement the Common Core Learning Standards in English Arts/Literacy and Mathematics <http://engageny.org/common-core/> .
- g. Explicit inclusion and detailing of linkages between New York State Teaching Standards, New York State Approved Teacher Evaluation Rubrics, and the practices required to implement data driven instruction for all students.

The initial cycle of training must be completed by April 30, 2012 and all services must be completed by September 23, 2014.

## 2. Develop Training Materials, Support Tools and Resources for Teachers and Teacher Evaluators

- a. The training materials, tools, and resources must include, but are not limited to:
  - i. Trainers' guides for turn-key delivery of this scope and sequence including general guidance to trainers for differentiating program and materials for groups using different teacher practice rubrics

- ii. Training materials, including guides, videos (and/or directions for locating/purchasing videos), and handouts.
- iii. A diagnostic element that allows for evaluator self-reflection
- iv. Web-based calibration of evaluation of practice or comparable process
- v. Presentations, handouts, supplementary reading, worksheets or exercises used in each training event
- vi. Case studies that promote analytical thinking and collaborative discussion with fellow evaluators
- vii. Action planning tools for turn-key trainers to plan the roll- out of their training
- viii. Action planning tools for teacher evaluators (mostly principals) to use as they implement evidence-based teacher observation in their schools
- ix. Talking points for NYSED executive staff, BOCES leadership, and district leadership to use so as to present a consistent message to the field.
- x. Case studies of the needs of ELL students, Students with Disabilities and students performing below grade level which promote analytical thinking and collaborative discussion with fellow evaluators.

Please note: While resources may include pre-existing video vignettes of teachers or principals engaged in discussions of evidence based observation and working with all students, new video should not be created for this purpose.

- b. Strategic plans for the dissemination of training materials and guides to New York State educators. All training materials shall be provided in a format suitable for posting on EngageNY <http://engageny.org/> . Any items intended for hard-copy dissemination must be provided electronically in MS Word, MS Office compatible, PDF format to NYSED at least two (2) weeks prior to the circulation to recipients. All hard copy materials must be suitable for posting and distribution on EngageNY <http://engageny.org/>. The vendor would not be responsible for the cost of printing.
- c. The development of the training materials and resources must be completed by the dates specified in the bid form cost proposals.

### 3. Provide the Statewide Training Using a Train-the-Trainer Model

- a. The training of the trainers must include:
  - i. Six (6) days of training for Year 1, and eight (8) days annually of in-person training for Year 2 and Year 3.
  - ii. Provide modular, highly effective (as determined by specific measurements), and intensive training to statewide teacher evaluator trainers
  - iii. The initial calibration for a training cadre of 550 Network Team members,
  - iv. Ongoing calibration of the training cadre,
  - v. Successive, duplicative trainings for second and third cohorts in the remaining years.
  - vi. Planning days with NYSED staff
    - 1. Up to eight (8) days of in-person planning meetings with the vendor's key personnel (up to three -3-) annually for Year 1, Year 2, and Year 3 at NYSED location
  - vii. Biweekly telephone conferences between NYSED staff and vendor's key personnel.
  - viii. Collaborative document revisions using online applications between NYSED staff and vendor's key personnel.
- b. The calibration process means that the trainees participating in this training:
  - i. Have achieved inter-rater reliability, not just inter-rater agreement in determining effectiveness of teacher practice. Inter-rater agreement, for the purposes of this RFP is

- defined as consistent scoring between raters. Inter-rater reliability is defined as the accurate assessment teacher practice by evaluators against agreed upon criteria within an acceptable standard. For the purposes of this RFP, the term Inter-rater reliability will also include effectiveness, defined as the degree to which raters correctly use evidence to evaluate against a standard as set by experts consistent with the scholarly accepted standard as articulated by Judith Fleming, et al. <http://aei.sagepub.com/content/29/2/39.short>. The demonstrated, consistent achievement of extensive inter-rater reliability throughout the evaluator population is a critical feature of the successful bidder's proposal.
- ii. Have been assessed based on skills, standards, explicit criteria, and demonstrated success
  - iii. Are capable of training other teacher evaluators on evidence-based observation
  - iv. Understand and can access and utilize tools and resources designed to support teachers and teacher evaluators
- c. The calibration shall:
- i. Be designed so if trainees emulate it within their school districts, the district will be able to "certify" teacher evaluators, consistent with the State's regulations, Section 30-2.9 <http://www.counsel.nysed.gov/rules/july11/100.2Subpart30-2TERMS.pdf>.
  - ii. Be conducted four (4) times for each yearly cycle for Network Teams consisting of 550 members with results provided to NYSED in a web-based Microsoft Excel scoring format available for analysis and reporting no later than 15 business days post-calibration.
- d. Training sessions will be assumed to
- i. Take place in Albany, NY at a location to be determined
  - ii. Last 8 hours each training day
  - iii. Consist of small- and large-group activities and learning events
  - iv. Be grounded in proven, research based approaches to adult learning
- e. The training will be flexible enough to accommodate contextual understandings given a variety of districts including urban, rural, suburban, low performing, high performing, affluent, and low income. Vendor will:
- i. Provide module-based training materials for each training event in a format appropriate for electronic posting on EngageNY.org. Items intended for hardcopy distribution should be supplied in MS Word (2003-compatible) or PDF
  - ii. Provide lesson plans for each training event to NYSED no later than two (2) week prior to the training occurrence, unless otherwise specified by NYSED
  - iii. Provide necessary technology to deliver effective training
  - iv. Provide necessary human resources to enable small- and large-group learning activities and to enable facilitated self-reflection and professional collaboration (NYSED expects that any co-facilitators who are deemed ineffective by participant survey and NYSED senior staff will be replaced during the training to maintain effectiveness of training)

The vendor is NOT expected to handle logistics of scheduling facilities and participant attendance (including printing, collating, and shipping of materials) and should not include these items in their scope of work or costs. Travel for vendor staff should be included in scope/costs.

- f. In year one, six (6) train-the-trainer program training dates will be provided on dates determined by NYSED, including:
  - i. March 12 - 13, 2012
  - ii. April 16, 2012
  - iii. In subsequent years, eight (8) train-the-trainer program training sessions will be provided on dates yet to be determined by NYSED.

- g. Planning and collaboration with NYSED staff
    - i. Up to four (4) days of eight (8) hour in-person planning meetings with the vendor's key personnel (up to three (3)) at NYSED locations
    - ii. Biweekly strategic telephone conferences
    - iii. Projects plans, communication, and delivery documentation
    - iv. Collaborative document revisions using online applications
    - v. Addressing all questions and concerns brought forth by NYSED within ten (10) business days and responding to NYSED communication within 24 hours of receipt
4. Design and Training Services for Districts, Principals and Teachers to Develop and Implement Student Learning Objectives (SLOs) as part of Teacher Evaluation
- a. Design tools and training for Network Teams and district staff to support district principals and teachers in setting and assessing performance on student learning objectives to enable the evaluation of teachers in subjects or grades where a state-provided measure of student growth does not exist.
  - b. These tools and training must include:
    - i. Comprehensive training plan for network teams and district staff on how to set student learning objectives with applicable teachers and assess results.
  - c. Trainees must be able to support other district staff, teacher evaluators and teachers in implementing rigorous student learning objectives.
    - i. A learning plan based NYS Commissioner's Regulations 100.2(o) that covers:
    - ii. Learning objectives and outcomes
    - iii. Scope and sequence of learning events
    - iv. Learning activities
    - v. Instructional materials
    - vi. Human resource needs
    - vii. Train-the-trainer training materials, including guides, videos (and/or directions for locating/purchasing videos), and handouts
  - d. The scope and sequence must be represented as learning modules that can be replicated in the field. Plan must ensure that attendees learn the material and prepare to deliver training in their own districts. Training scope should include:
    - i. Role of Student Learning Objectives (SLOs) in NYS teacher evaluation system
    - ii. Elements of an effective SLO that meets the requirements of Education Law §3012-c, that districts must develop student learning objectives to be used for teacher evaluation in the non-tested areas <http://usny.nysed.gov/rttt/teachers-leaders/fieldguidance.pdf> , page 15
    - iii. Steps districts and schools must take annually to implement SLOs for all applicable teachers
    - iv. Assessing rigor of SLOs as they are established
    - v. Assessing results of SLOs as student learning evidence is gathered.
  - e. The contractor or subcontractor who specifically performs item 4 (Design and Training Services for Districts, Principals and Teachers to Develop and Implement Student Learning Objectives (SLOs) as part of Teacher Evaluation) will be expected to exchange information on a monthly basis with any other vendor who is providing services to SED related to implementation of SLOs in NYS. The non-proprietary condition set forth in the Mandatory Contract Requirements section applies to any type of documentation that is shared among the contractor, subcontractor and such vendors. The dialogue will occur on a monthly conference call facilitated by NYSED lasting between 60 to 120 minutes. This mutual exchange must serve to

enhance the collective quality and consistency of both the Teacher Evaluations and Principal Evaluations.

- i. Initial knowledge-sharing, including but not limited to:
    - 1) successes
    - 2) lessons learned
    - 3) risks
    - 4) issues
    - 5) logistical/deployment strategies
    - 6) most effective training styles and tactics
  - ii. Initial sharing of tools as defined in other sections of this RFP
  - iii. Monthly, SLO-specific meetings or conference calls for ongoing knowledge-sharing and sharing of tools as defined in i. and ii. above.
5. Evidence of Adequate Organization, Technical, and Professional Resources to Meet the Needs of the RFP:
- a. The successful bidder will:
    - i. Describe the roles, responsibilities, and background of key staff members, including providing a resume for each
    - ii. Submit current professional references to substantiate qualifications. References must be from the past three years and may not be from NYSED staff.
    - iii. Detail the demonstrated experience of the staff member(s) with primary responsibility for (co-)facilitating the in-person training
    - iv. Describe the vendor's experience in designing and delivering teacher evaluation training and assessment targeted at achieving inter-rater reliability for participants, particularly prior large-scale projects
    - v. Provide the plan for working with NYSED staff, including coordination, communications and ensuring the submission of deliverables on schedule
    - vi. Supply evidence that the bidder has all necessary hardware, software, and staff to complete all required tasks.

The overall training program will be designed to

1. Provide a common language to discuss effective teacher practices and actions
2. Articulate clear expectations for effective, evidence-based teacher practice, based on the NYS Teaching Standards
3. Provide modular, highly effective (as determined by specific, agreed upon measurements), and intensive training to teacher evaluator trainers statewide and successive, duplicative trainings for second and third cohorts in the remaining years include the initial and on-going standardization among network team members
4. Maximize inter-rater reliability, defined herein as a standard whereby observers accurately assess practice against agreed-upon criteria
5. Include an aligned set of tools, protocols, and processes for teacher performance reviews.

The successful bidder must:

1. Have a detailed knowledge of the NYS Annual Professional Performance Review System (APPR) laws and regulations, including the requirements of a Teacher Effectiveness Learning System, <http://www.regents.nysed.gov/meetings/2011Meetings/May2011/511bra4.pdf>
2. Demonstrate knowledge of the New York State Teaching Standards, Learning Standards, including the Common Core, the fundamental differences in Common-core aligned lessons and classroom practice, and the application of data-driven instruction principles and practices to teachers. , The bidder must

articulate the role that Teacher Evaluation plays in the successful implementation of the Common Core State Standards within a Data Driven Instruction system. Specifically, describe the extent successful performance management of teachers in the design and implementation of lessons relate to and drawn on the content in the Standards and the analysis of students' ongoing performance against those Standards.

3. Design training, protocols and support around Charlotte Danielson's Framework for Effective Teaching (and state-approved rubrics closely based on it) and the NYSUT-developed state-approved rubric. The list of approved teacher practice rubrics can be found at <http://usny.nysed.gov/rttt/teachers-leaders/practicrubrics/home.html#ATPR> .
4. The New York State Education Department (NYSED) reserves the right to specify additional teacher rubrics that vendors must accommodate in their training. NYSED will identify the rubrics used by attendees before training events, notify vendor at least a week in advance of such rubrics, such that the vendor can coordinate small groupings by common rubrics during trainings. Vendor may be required to differentiate training across 3 rubrics.

### ***Mandatory Bid Requirements***

- 1) The successful bidder must have three (3) years experience designing educator evaluation systems in the K-12 environment.
- 2) The successful bidder must have three (3) years experience in training in calibration of rating and evaluating against a standard
- 3) The successful bidder must have ten (10) years experience performing professional development or training of educators in a K-12 environment.
- 4) For those activities that will be subcontracted, the proposed subcontractors' names, M/WBE status, specific services, and costs must be specifically indicated on the Subcontracting Form located in the "Submission Documents" section of this RFP. NYSED reserves the right to approve all subcontractors. Subcontracting is defined as, "Non-employee direct personal services and related incidental expenses, including travel." Subcontracting will be limited to forty percent (40%) of the annual contract. If subcontractors should change during the contract term, NYSED must be notified immediately and reserves the right to reject any new subcontractor the vendor considers. The Subcontracting Form must be updated annually and submitted to NYSED.
- 5) All bidders must sign and return the Mandatory Requirements Certification located in "Submission Documents." Proposals that do not include the signed Mandatory Requirements Certification will be disqualified and removed from further consideration.
- 6) The successful bidder must provide at least three current professional references to substantiate qualifications. Current shall mean references for whom the vendor has performed work within the last three years. Do not use NYSED staff as references.

### ***Mandatory Contract Requirements***

- 1) In order to use the benefits of this funded program for future educational purposes, **NYSED SHALL OWN ALL MATERIALS (INCLUDING BUT NOT LIMITED TO** materials developed, created, or used during provision of contract services by the contractor; methodologies, measures, software, code, documentation, white papers, implementation guidance, training materials, evaluation forms, data complications, and reports) **DEVELOPED UNDER OR USED FOR PERFORMANCE OF THE SERVICES PURSUANT TO THE AGREEMENTS RESULTING FROM THIS RFP.** Should the vendor use the services of consultants or other organizations or individuals who are not regular employees of the vendor, the subcontract agreement shall provide that such works produced by such other consultants, organizations or individuals and developed or used for purposes of the agreement shall be the sole and exclusive property of NYSED.
- 2) In the alternative, NYSED shall grant to the awardees the right to own and copyright the such materials (as described in paragraph [1]), provided, however, that **NYSED AND THE STATE OF NEW**

**YORK SHALL HAVE A PERPETUAL, NONEXCLUSIVE, IRREVOCABLE, ROYALTY-FREE LICENSE TO COPY, DISSEMINATE, CREATE DERIVATIVES, AND USE IN ANY WAY** such materials, **SOLELY FOR EDUCATIONAL PURPOSES.** It is the preference of NYSED that the contractor use publicly available or open source materials whenever possible.

- 3) The applicant should indicate in its proposal which alternative it chooses, NYSED ownership or a perpetual license to NYSED (i.e., paragraphs 1 or 2 above). For either alternative, at the end of the resulting agreement, the awardee shall deliver paper copies and the source code for all such materials to NYSED. The applicant institution shall ensure that any sub-contractor is also bound by these terms.
- 4) Paragraphs 1 of this section (NYSED ownership) shall not apply to proprietary methodologies or measures that are the property of the vendor at the time the contract resulting from this RFP is executed, or for preexisting materials owned or licensed by the vendor which exist prior to execution of this contract and which are used without change for purposes of providing services under the contract. As to such proprietary information, the vendor shall clearly identify such proprietary information and give, or arrange from a third party owner to give, an irrevocable, royalty-free license to NYSED to continue using such proprietary information solely for NYSED's educational purposes for a period of ten years from the date of termination of this contract.
- 5) The vendor shall reproduce, use, display, and include copies of NYSED's trademarks, trade name, logos, copyrights, and other intellectual property (collectively, the "Marks") on all copies of materials produced for NYSED. The vendor acknowledges that the Marks are owned solely and exclusively by NYSED, and nothing contained in the resulting contract shall give the vendor any ownership right or interest in such Marks or a right to use the Marks except pursuant to this contract.
- 6) 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. Payment(s) for subcontractor(s) must list the subcontractor's name(s), payment amount(s), and nature of services provided separately on the invoice submitted. Invoices with incomplete information will be returned to the vendor.
- 7) Any vendor staff travel must be in accordance with the approved NYS rates. New York State rates are available at: <http://www.gsa.gov/portal/category/21287>.
- 8) Pursuant to New York State Policy 08-005, web sites must comply with the *Web Accessibility of Web-Based Information and Applications* guidelines, <http://www.cio.ny.gov/policy/NYS-P08-005.pdf>, developed by the State Chief Information Officer.

#### ***Minority and Women-Owned Business Enterprise (M/WBE) Compliance Requirements***

Article 15-A identifies the State's procurement goals for Minority Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) participation as 17% and 12%, respectively, of the annual contract budget or as specifically outlined in the RFP. NYSED's intent is to comply with Article 15-A and all bidders must demonstrate a good faith effort to comply with these goals. Bidders are required to comply with NYSED's Minority and Women-Owned Business Enterprise goals by completing and submitting **M/WBE 100**, Utilization Plan, **M/WBE 102**, Notice of Intent to Participate and **EEO 100**, Staffing Plan. These forms can be found at [www.oms.nysed.gov/fiscal/MWBE/forms.html](http://www.oms.nysed.gov/fiscal/MWBE/forms.html). 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 [www.esd.ny.gov/MWBE.html](http://www.esd.ny.gov/MWBE.html).

Minority and Women-Owned Business Enterprise (M/WBE) participation includes any or all services, materials and supplies purchased from New York State certified minority and women owned firms. Utilizing Minority and Women-Owned firms will be applied toward the goals.

All bidders must comply with the stated NYSED M/WBE goals. The contact person on M/WBE matters is available throughout the application and procurement process to assist bidders in meeting the

M/WBE goals. In an effort to meet the M/WBE goals, NYSED reserves the right to approve the addition or deletion of subcontractors to enable bidders to comply with the M/WBE goals.

All bidders must document “good faith efforts” to comply with the M/WBE goals and provide meaningful participation by New York State Certified M/WBE subcontractors or suppliers in the performance of this contract. NYSED reserves the right to reject any bid for failure to document “good faith efforts” to comply with the stated M/WBE goals.

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 [www.oms.nysed.gov/fiscal/MWBE/forms.html](http://www.oms.nysed.gov/fiscal/MWBE/forms.html)

### **Payments and Reports**

Payments will be made quarterly according to deliverables completed and accepted by SED during that quarter. The vendor will be required to submit invoices to NYSED documenting deliverables completed and the related costs incurred. Invoices must include deliverable, dates of completion of deliverables, and an itemized list of activities and costs consistent with the approved Schedule of Deliverables contained in the executed contract. Payment(s) for subcontractor(s) must list the subcontractor’s name(s), payment amount(s), and nature of services provided separately on the invoice submitted. Invoices with incomplete information will be returned to the vendor. Annual year end reports must include data summary of services provided (as above), and fiscal expenditures. The vendor must retain records and accounts, updated on a monthly basis, and must be able to prepare and submit statistical, narrative, and/or financial summaries related to this contract as requested by NYSED. Failure to submit timely invoices may result in NYSED’s inability to pay invoice.

### **Subcontracting Limit**

Subcontracting will be limited to **40%** of the annual contract budget. Subcontracting is defined as non-employee direct personal services and related incidental expenses, including travel. If the vendor proposes to change subcontractors during the contract period, NYSED must be notified prior to the change. NYSED reserves the right to reject any replacement subcontractors proposed by the vendor and reserves the right to approve all changes in subcontractors. The Subcontracting Form located in the Submission Documents must be updated annually and submitted to NYSED. Using this form, the vendor must also report to NYSED, on an annual basis, actual expenditures incurred for all subcontractors and indicate which subcontracting costs are associated with M/WBE.

### **Consultant Staff Changes**

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

### **Contract Period**

NYSED will award one (1) contract pursuant to this RFP beginning 01/03/2012 and ending 09/23/2014.

### **Electronic Processing of Payments**

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

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

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

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

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

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

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

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

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

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

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

2. The contractor will include the provisions of subdivision one of this section in every subcontract as defined under §310.14, except as provided under §312.6 of the Article, in such a manner that the provisions will be binding upon each subcontractor as to work in connection with the State contract.
3. Contractors or subcontractors shall comply with the requirements of any federal law concerning equal employment opportunity, which effectuates the purpose of this section.
4. Contractors and subcontractors shall undertake programs of affirmative action and equal employment opportunity as required by this section<sup>1</sup>. In accordance with the provision of the Article, the bidder will submit, with their proposal, Staffing Plan (EEO 100).
5. Certified businesses (as defined under Article 15-A, §310.1 means a business verified as a minority or women-owned business enterprise pursuant to §314 of the Article) shall be given the opportunity for meaningful participation in the performance of this contract, to actively and affirmatively promote and assist their participation in the performance of this contract, so as to facilitate the award of a fair share of this contract to such businesses<sup>2</sup>.
6. Contractor shall make a good faith effort to solicit active participation by enterprises identified in the Empire State Development (“ESD”) directory of certified businesses, which can be viewed at: <http://www.nylovesmwbe.ny.gov>. **The contractor must document its good faith efforts as set forth in 5 NYCRR 142.8. This document, Contractors Good Faith Efforts, can be found in the M/WBE Submission Documents.**
7. Contractor shall agree, as a condition of entering into said contract, to be bound by the provisions of Article 15-A, §316.
8. Contractor shall include the provisions set forth in paragraphs (6) and (7) above, in every subcontract in a manner that the provisions will be binding upon each subcontractor as to work in connection with this contract.
9. Contractor shall comply with the requirements of any federal law concerning opportunities for M/WBEs which effectuates the purpose of this section.
10. Contractor shall submit M/WBE Utilization Plan<sup>3</sup> (M/WBE 100) as part of their proposal in response to NYSED procurement.
11. The percentage goals established for this RFP are based on the overall availability of M/WBEs certified in the particular areas of expertise identified under this RFP. These goals should not be construed as rigid and inflexible quotas which must be met, but as targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire Minority and Women-Owned Business Program work.
12. Contractor shall ensure that enterprises have been identified (M/WBE 102) within the Utilization Plan, and the contractor shall attempt, in good faith, to utilize such enterprise(s) at least to the extent indicated in the

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

<sup>2</sup> Should the contractor identify a firm that is not currently certified as an M/WBE, it should request that the firm submit a certification application to the NYSED M/WBE Program Unit by the deadline for submission of proposals for eligibility determination. NYSED will work with ESD to expedite the application, however, it is the responsibility of the contractor to ensure that a sufficient number of certified M/WBE firms have been identified in response to this procurement, in order to facilitate full M/WBE participation.

<sup>3</sup> A Utilization Plan, as defined under Article 15-A, shall mean a plan prepared by a contractor and submitted in connection with a proposed state contract. In developing the Utilization Plan bidders should consider the goals and established time frames needed to achieve results which could reasonably be expected by putting forth every good faith effort to achieve the overall prescribed M/WBE participation percentage (%) goals as set forth under the procurement.

plan, as to what measures and procedures contractor intends to take to comply with the provisions of the Article.

13. Contractor shall upon written notification from NYSED M/WBE Program Unit as to any deficiencies and required remedies thereof, the contractor, within the period of time specified, will submit compliance reports documenting remedial actions taken and other information relating to the operation and implementation of the Utilization Plan.

14. Where it appears that a contractor cannot, after a good faith effort, comply with the M/WBE participation requirements, contractor may file a written application with NYSED M/WBE Program Unit requesting a partial or total waiver (M/WBE 101) of such requirements setting forth the reasons for such contractor's inability to meet any or all of the participation requirements, together with an explanation of the efforts undertaken by the contractor to obtain the required M/WBE participation.

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

I. Whether the contractor has advertised in general circulation media, trade association publications and minority-focused and women-focused media and, in such event;

a. Whether or not the certified M/WBEs which have been solicited by the contractor exhibited interest in submitting proposals for a particular project by attending a pre-bid conference; and

b. Whether certified businesses solicited by the contractor responded in a timely fashion to the contractor's solicitations for timely competitive bid quotations prior to the contracting agency's deadline for submission of proposals.

II. Whether there has been written notification to appropriate certified M/WBEs that appear in the Empire State Development website, found at: [www.esd.ny.gov/MWBE.html](http://www.esd.ny.gov/MWBE.html)

All required Affirmative Action, EEO, and M/WBE forms to be submitted along with bids and/or proposals for NYSED procurements are attached hereto. These forms are to be submitted without change to goals specified in the RFP. All M/WBE firms are required to be certified by Empire State Development (ESD) or must be in the process of obtaining certification from ESD.

**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.**

**END OF DESCRIPTION OF SERVICES**

## **SECTION II - DESCRIPTION OF DOCUMENTS TO BE SUBMITTED**

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

Bidders must submit a technical proposal and a cost proposal. Each proposal submitted in response to this RFP must contain six (6) copies of the technical proposal (one bearing an original signature in blue ink), three (3) copies of the cost proposal (one bearing an original signature in blue ink), one (1) electronic version in Microsoft Word (.doc) or portable document format (.pdf) (CD format) of both the technical and cost proposals, and three (3) copies of the M/WBE documents (one bearing an original signature in blue ink). All proposals must be received by 11/03/2011 **by 3:00 PM EST** at the address listed under Submissions section on page 5.

The proposal must communicate an understanding of the deliverables of the RFP, describe how the tasks are to be performed and specific requirements met, and identify potential problems in the conduct of the deliverables and methods to identify and solve such problems. Bidders must specify all details and dates required for development and implementation of each Service in this RFP so that NYSED can fully evaluate the technical proposal. Contractual terms, conditions, and assumptions should not be included in the proposal.

The proposal submitted in response to this RFP must include the following documents in separately sealed envelopes as follows:

1. Technical Proposal labeled Technical Proposal - RFP #GT-14, Do Not Open
2. Three Individual Cost Proposals labeled Cost Proposal - RFP #GT-14, Do Not Open
3. Microsoft Word on CD ROM of both the technical and cost proposals. Please place the CD-ROM in a separate envelope.
4. M/WBE Documents labeled M/WBE Documents - RFP # GT-14 Do Not Open

### **Technical Proposal (70 Points)**

One original plus six (6) hard copies in addition to an electronic version in Microsoft Word (.doc) or portable document format (.pdf) (CD format) of the Technical Proposal must be mailed in a separate envelope labeled Technical Proposal- RFP #GT-14, Do Not Open and must include the following:

- Response Sheet for Bids located in Section V – Submission Documents
- All Forms and Assurances located in Section V – Submission Documents
- Mandatory Requirements Certification Form located in Section V – Submission Documents
- Project Narrative
- Technical Evaluation Tables

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

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

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

Any proprietary material considered confidential by the bidder must specifically be so identified, and the basis for such confidentiality must be specifically set forth in the proposal.

### **Cost Proposal (30 Points)**

One original plus two (2) copies of the completed Cost Proposal must be mailed in a separate envelope labeled **RFP #GT-14-Cost Proposal-Do Not Open** and must include:

- Response Sheet for Bids
- Bid Form Cost Proposal for Services 1-3
- 3 Year Budget Summary
- Subcontracting Form
- M/WBE Subcontracting/Supplier Form

**SIGNATURE REQUIRED**

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 3 Year Budget Summary.**

### **M/WBE Documents**

The original plus two (2) copies of the completed M/WBE Documents must be mailed in a separate envelope labeled **RFP #11-XXX-M/WBE Documents-Do Not Open**. Each set must include the following:

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

**SIGNATURE REQUIRED**

### **SECTION III-Evaluation Criteria and Method of Award**

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

#### **Criteria for Evaluating Bids**

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

An evaluation committee of NYSED staff will complete a review of all proposals submitted. The committee will review each proposal to determine compliance with the requirements described in the RFP. The committee 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.

Proposals receiving at least sixty percent (60%) of the points available for the Technical Proposal (a total of 42 out of 70 points) will move on to the next step of the process, scoring of the cost proposal. Proposals with a score of less than 42 points in the Technical Proposal section will be eliminated from further consideration.

#### **Technical Criteria**

**(70 Points)**

The Project Narrative must not exceed 50 double-spaced 8 ½ x 11 pages in Times New Roman font, standard style 12-point font and one inch margins. Please number all pages. This page limit does not include the forms and assurances in Section V - Submission Documents. Additional material including videos and/or DVDs, publications, press clippings, and letters of testimonial support should not be submitted and will be discarded. Documentation for “Organizational Capacity and Demonstrated Effectiveness (b-f) must be submitted as an appendix included in the technical proposal well as separate MS Word 2003 compatible or PDF file (appropriately titles) on the CD-ROM.

The Project Narrative will be scored on an 70 point basis. It must include the following and will be scored as indicated:

1. Training Plan for Teacher Evaluators: 13 points
2. Development of Training Materials, Tools, and Resources: 8 points
3. Statewide Evaluator Training Activities: 13 points
4. Development and Implementation of Student Learning Objectives (SLOs): 13 Points
5. Organizational Capacity and Effectiveness: 23 points

**Training Plan for Teacher Evaluators (13 Points)** The Training Plan for Teacher Evaluators must provide the following:

- a. The development and implementation of a training plan for teacher evaluators based on New York State Commissioners Regulations §100.2 (o) and 30-2.9
- b. Learning objectives and measurable outcomes of the training plan
- c. Scope and sequence of the training plan’s learning events
- d. Plans and materials for the evaluation of teachers of English Language Learners
- e. Plans and materials for the evaluation of teachers of Students with Disabilities
- f. Plans and materials for the evaluation of teachers of Students Performing Below Grade Level
- g. Creation of training modules that could be replicated.

**Development of Training Materials, Tools, and Resources (8 points)** The Development of Training Materials, Tools, and Resources must provide the following:

- a. A detailed description of the materials, tools, and resources for training teacher evaluators
- b. A strategic communication plan for the distribution and messaging of training materials and guides
- c. Inclusion of linkages between the New York State Teaching Standards, Learning Standards, including the Common Core, and the New York State Approved Teacher Evaluation Rubrics and the supporting implementation material for all students.
- d. Explicit inclusion detailing the linkages between NYS Teaching Standards, New York State Approved Teacher Evaluation Rubrics, and the practices required to implement data driven instruction for all students.

**The Statewide Training Program Using a Train-the-Trainer Model (13 Points)** The Statewide Training Program Using a Train-the-Trainer Model must provide the following:

- a. Detailed description of the implementation of the training program
- b. Detailed description of the calibration process for the participating trainees
- c. Detailed description of the design of the calibration process to enable replication within school districts
- d. Detailed description of the training sessions
- e. Roles and responsibilities of the vendor providing the training
- f. Detailed description of online scoring program.

**Development and Implementation of Student Learning Objectives (SLOs) (13 Points)** The Development and Implementation of the Student Learning Objectives (SLOs) must include:

- a. The tools and training for Network Teams and district staff to assist district principals and teachers in developing on student learning objectives as needed
- b. Description of the necessary training for the trainers to train the district principals and teachers in developing the SLOs
- c. Learning modules on the development of SLOs that can be replicated in the field.

**Organizational Capacity and Demonstrated Effectiveness (23 points):**

- a. The proposal must show evidence of adequate organizational, technical, and professional resources and associated abilities to meet the needs of this RFP. For each key staff member, the vendor must provide a resume and a detailed description of responsibilities and qualifications. The staff member(s) with primary responsibility for co-facilitating the annual trainings should have demonstrated experience. NYSED expects that any co-facilitators who are deemed ineffective by participant survey and NYSED senior staff will be replaced during the training (within 24 hours of NYSED replacement request) to maintain effectiveness of training.
- b. The proposal must describe how staff members will work with NYSED staff, including planning and coordinating status meetings and conference calls, providing summaries and minutes of meetings, developing status reports and project plans, notifying NYSED of any potential problems or changes to dates or deliverables, and submitting all deliverables according to the agreed upon schedule with appropriate time for NYSED review and approval. The proposal must describe how the vendor will ensure that the work of the contract has the necessary priority within the organization to be completed with the highest quality and on time. The proposal should include a description of any limitations on the types of work the vendor is willing to do. Each deliverable shall be developed in collaboration with NYSED staff. For all written deliverables (not including actual delivery of training), NYSED intends to adhere to the following process and vendor contractual work plans should incorporate this process for each deliverable, documented in a submitted project plan:
  1. Vendor submits draft six (6) month project plan every three (3) months commencing the contract award date.
  2. Period of NYSED comment and review lasting ten (10) business days

3. Vendor outline of project plan specifics finalized and presented to NYSED, at most three (3) business days following step two (2). The vendor outline will reflect (where appropriate) NYSED comments
  4. Vendor submits a draft of the work product no later than ten (10) business days from vendor outline submission
  5. Five (5) business day period of NYSED comment and review
  6. Vendor submits final project plan, incorporating NYSED comments no later than ten (10) business days after conclusion of the preceding step of NYSED comment and review
  7. NYSED accepts deliverable within fifteen (15) business days. If for any reason NYSED fails to accept the deliverable, the process will recommence with Step Four (4), incorporating the reasons for revision by NYSED.
- c. The proposal must describe the vendor's experience in successful development and implementation of teacher evaluation systems in terms of delivery and production capacity including human capital and tools for measurement and statistical analysis.
  - d. The proposal must detail the years of experience the vendor has in successful developing and implementation of teacher evaluation systems. Current contact references should be provided in addition to the details of service provided, size of population trained, and duration of contract. Current shall mean relevant within the past three years.
  - e. The vendor must provide a list of previous clients including the scope of work completed. In addition to the details of service provided, size of population trained, and duration of contract, contact information for at least three current client references should be detailed. NYSED staff may not be used as references. Each reference should include the name, title, organization, address, telephone number, and email address. The dates of service and a brief summary of the services provided should be included for each reference. The vendor should ensure that contact information is current and accurate.
  - f. The proposal must detail the years of experience the vendor has successfully conducting inter-rater reliability as a driver in their evaluation training program. The vendor must provide the total number, in years, of their experience of providing evaluator calibration, through inter-rater reliability (as previously defined in this RFP), as a critical measure in the effectiveness of their provided training. The vendor will provide a list of previous clients for whom calibration through inter-rater reliability was conducted as a key component of training and detail the size of the population served through training and the size of the population covered by calibration through inter-rater reliability.

### **Cost Proposal**

**(30 Points)**

The cost proposal must include the Bid Form Cost Proposal—Schedule of Deliverables forms, a Three-Year Budget Summary form and Subcontracting Form(s). For each deliverable include the total staff cost, total fringe benefit cost, total purchased services (non-employee consultants, subcontractors), total non-personal services (supplies and materials, employee travel, etc.) and other costs (indirect costs, overhead, etc.).

**The Financial Criteria portion of this RFP will be scored based upon the grand total for the 3 year budget summary.**

The **financial portion** of the proposal represents 30 points of the overall score and will be awarded up to 30 points pursuant to a formula. This calculation will be computed by the Contract Administration Unit upon completion of the technical scoring by the technical review panel.

The submitted budget will be awarded points pursuant to a formula which awards the highest score of 30 points to the budget that reflects the lowest overall cost. The remaining budgets will be awarded points based on a calculation that computes the relative difference of each proposal against the lowest budget submitted. The resulting percentage is then applied to the maximum point value of 30 points.

**NYSED reserves the right to request best and final offers. In the event NYSED exercises this right, all bidders that meet the minimum technical score 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 vendor 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 the official qualified contact and the State's investigation of a vendor's qualifications, experience, ability or financial standing, and any material or information submitted by the vendor 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 vendors to submit proposal modifications addressing subsequent RFP amendments; (9) change any of the scheduled dates; (10) negotiate with the successful vendor within the scope of the RFP in the best interests of the State; (11) conduct contract negotiations with the next responsible vendor, should the agency be unsuccessful in negotiating with the selected vendor; (12) utilize any and all ideas submitted in the proposals received; (13) unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 120 days from the bid opening; (14) 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 a vendor's proposal and/or to determine a vendor's compliance with the requirements of the solicitation; (15) to request best and final offers; (16) cancel the contract based on termination or unavailability of federal funds.

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

### **Post Selection Procedures**

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

## **Debriefing Procedures**

All unsuccessful vendors may request a debriefing within five (5) business days of receiving notice from NYSED by submitting a written request to:

NYS Education Department  
Contract Administration Unit  
89 Washington Avenue  
Room 505W EB  
Albany, NY 12234

Within ten (10) business days, a written debriefing letter will be issued to the vendor.

## **Contract Award Protest Procedures**

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

1. The protest must be in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award by NYSED.
2. The protest must be filed within ten (10) business days of receipt of a debriefing letter. The protest letter must be filed with:

NYS Education Department  
ATTN: Lynn Caruso, RFP #GT-14  
Contract Administration Unit  
89 Washington Avenue  
Room 505W EB  
Albany, NY 12234

3. The NYSED Contract Administration Unit (CAU) will convene a review team that will include at least one staff member from each of NYSED's Office of Counsel, CAU, and the Program Office. The review team will review and consider the merits of the protest and will decide whether the protest is approved or denied. Counsel's Office will provide the vendor with written notification of the review team's decision within seven (7) business days of the receipt of the protest. The original protest and decision will be filed with OSC when the contract procurement record is submitted for approval and CAU will advise OSC that a protest was filed.
4. The 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, the Department 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. For a complete list, see: [http://www.osc.state.ny.us/vendrep/info\\_vrsystem\\_vendor.htm](http://www.osc.state.ny.us/vendrep/info_vrsystem_vendor.htm)

Vendors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System instructions at: <http://www.osc.state.ny.us/vendrep/systeminit.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us/wps/portal>. Vendors should also refer to the VendRep System checklist, which can be found at <http://www.osc.state.ny.us/vendrep/documents/checklist.pdf>.

For direct VendRep System user assistance, the OSC Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us). Vendors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website: <http://www.osc.state.ny.us/vendrep/templates.htm> or may contact the State Education Department or the OSC Help Desk for a copy of the paper form.

**Note: Vendors must acknowledge their method of filing their questionnaire by checking the appropriate box on the Response Sheet for Bids (see 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 the following web link: <http://www.oms.nysed.gov/fiscal/cau/PLL/procurementpolicy.htm>

Designated Contacts for NYSED:  
Program Office – **Ken Slentz**  
Contract Administration Unit – **Lynn Caruso**  
M/WBE – **Joan Ramsey**

### **Consultant Disclosure Legislation**

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

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

To enable compliance with the law, State agencies must include in the Procurement Record submitted to OSC for new consultant contracts, the State Consultant Services Contractor’s Planned Employment From Contract

Start Date Through the End of the Contract Term ([Form A](#) - see link below). The completed form must include information for all employees providing service under the contract whether employed by the contractor or a subcontractor. Please note that the form captures the necessary planned employment information **prospectively from the start date of the contract through the end of the contract term.**

Form A: <http://www.osc.state.ny.us/agencies/gbull/g226forma.doc>

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

Form B: <http://www.osc.state.ny.us/agencies/gbull/g226formb.doc>

For more information, please visit the OSC web site for G-Bulletin 226 at: <http://www.osc.state.ny.us/agencies/gbull/g-226.htm> .

### 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.

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.

Public Officer's Law Section 73 can be found at <http://www.nyintegrity.org/law/ethc/POL73.html>.

**END OF PROPOSAL SUBMITTAL REQUIREMENTS**

## SECTION IV - ASSURANCES

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

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

Non-Collusion Certification

**(Signature Required - the form is included in 5.) Submission Documents)**

MacBride Certification

**(Signature Required - the form is included in 5.) Submission Documents)**

Certification-Omnibus Procurement Act of 1992

**(Signature Required - the form is included in 5.) Submission Documents)**

Certification Regarding Lobbying; Debarment and Suspension; and Drug-Free Workplace Requirements

**(Signature Required - the form is included in 5.) Submission Documents)**

Offerer Disclosure of Prior Non-Responsibility Determinations

**(Signature Required - the form is included in 5.) Submission Documents)**

M/WBE Documents – **(the forms below are included in 5.) Submission Documents)**  
**Each set must include the following:**

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

**Appendix A-2—American Recovery and Reinvestment Act of 2009 Additional Contract Record Keeping Requirements**

**Appendix B—Mandatory Requirements Certification**

Mandatory Requirements Certification Form **(Signature Required)**

**M/WBE Documents – )**

**Each set must include the following:**

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

STATE OF NEW YORK AGREEMENT

This AGREEMENT is hereby made by and between the People of the State of New York, acting through John B. King, Jr., Commissioner of Education of the State of New York and Chief Executive Officer of the Board of Regents of the University 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.

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

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

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

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

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, 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 New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members

## RFP #GT-14

and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

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

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

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

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

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

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

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

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

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

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

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**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  
30 South Pearl St -- 7<sup>th</sup> Floor  
Albany, New York 12245  
Telephone: 518-292-5220  
Fax: 518-292-5884  
<http://www.empire.state.ny.us>

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  
30 South Pearl St -- 2nd Floor  
Albany, New York 12245  
Telephone: 518-292-5250  
Fax: 518-292-5803  
<http://www.empire.state.ny.us>

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

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

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

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

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

**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by

## **RFP #GT-14**

State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

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

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

June 2011

**APPENDIX A-1  
NYS ED CONTRACT CLAUSES**

Payment and Reporting

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.

Variations in each budget category not exceeding ten percent (10%) of such category may be approved by the Commissioner of Education. Any such variations shall be reflected in the final expenditure report and filed in the Office of the State Comptroller. Variations in each budget category which do exceed ten percent (10%) of such category must be submitted to the Office of the State Comptroller for approval.

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

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.

Property

A. The Contractor shall maintain a complete inventory of all realty, equipment and other non-expendable assets including, but not limited to, books, paintings, artifacts, rare coins, antiques and other collectible items purchased, improved or developed under this agreement. The Contractor shall submit a copy of the inventory in a form identical to or essentially similar to, Exhibit A annexed hereto. The term "non-expendable assets" shall mean for the purposes of this agreement any and all assets which are not consumed during the term of this agreement and which have a cost of One Thousand Dollars (\$1,000) or more.

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

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

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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

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 therefore. 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.

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.

This agreement cannot be modified, amended, or otherwise changed except by a writing signed by all parties to this contract.

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.

Expenses for travel, lodging, and subsistence shall be reimbursed at the per diem rate in effect at the time for New

## **RFP #GT-14**

York State Management/Confidential employees.

No fees shall be charged by the Contractor for training provided under this agreement.

Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.

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**

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.

Contractor certifies that it has not knowingly and willfully violated the prohibitions against impermissible contacts found in State Finance Law §139-j.

Contractor certifies that no governmental entity has made a finding of nonresponsibility regarding the Contractor in the previous four years.

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.

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).

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**

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.

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.

## RFP #GT-14

The initial planned employment report must be submitted at the time of approval of this Agreement. The annual employment report on Form B will be submitted each year the contract is in effect and will detail actual employment data for the most recently concluded State fiscal year (April 1 – March 31). The first report will be filed no later than May 15, 2013. Thereafter, Form B will be filed no later than May 15<sup>th</sup> of each succeeding year. Copies of the report will be submitted to the NYS Education Department, OSC and the NYS Department of Civil Service at the addresses below.

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

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

Reports to DCS are to be transmitted as follows:

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

Reports to NYSED are to be transmitted as follows:

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

By fax: (518) 408-1716

C. Consultant Staff Changes. If this is a contract for consulting services, Contractor will maintain continuity of the consultant team staff throughout the course of the contract. All changes in staff will be subject to State approval. The replacement consultant(s) with comparable skills will be provided at the same or lower hourly rate.

**RFP #GT-14**

**Appendix A-2**

**American Recovery and Reinvestment Act of 2009 (ARRA)**

**ADDITIONAL CONTRACT RECORD KEEPING REQUIREMENTS**

This contract, is funded, in whole or in part, by the American Recovery and Reinvestment Act of 2009 (ARRA). The United States Office of Management and Budget (OMB) has released, "Implementing Guidance for Reports on Use of Funds Pursuant to the American Recovery and Reinvestment Act of 2009." (M-09-21) This guidance provides detailed information on reporting requirements included in Section 1512 of the Recovery Act.

Recipient vendors receiving ARRA funding will be required to submit quarterly information which will include at a minimum the following information:

Vendor name and zip code of Vendor headquarters;  
Expenditures (per quarter and cumulative);  
Expenditure description; and  
Estimates on jobs created or retained via the expenditure of these funds \_\_\_\_\_ by the Vendor.

Additional data may be required from vendors as a result of guidance issued by OMB.

Vendors will be required to submit the ARRA data in a form and format to be determined by the New York State Education Department (NYSED). NYSED anticipates that the reporting information will be provided to Vendors no later than August 30, 2009. There will be no additional compensation for this reporting activity and it is anticipated that the Quarterly Reporting forms will be required in both paper and electronic formats.

An employee of any non-federal employer receiving ARRA funds may not be discharged, demoted, otherwise discriminated against as a reprisal for disclosing to law enforcement and other officials information that the employee reasonably believes is evidence of:

Gross mismanagement;  
Gross waste of covered funds;  
A danger to public health and safety;  
An abuse of authority; or  
A violation of law.

**END OF ASSURANCES**

**RFP #GT-14**

**SECTION V-SUBMISSION DOCUMENTS**

**RESPONSE TO  
REQUEST FOR PROPOSAL (RFP) #GT-14  
NEW YORK STATE EDUCATION DEPARTMENT**

**Title: Teacher Effectiveness: Training for Teacher Evaluators**

To respond to the RFP which is noted above, you must complete all the documents that are contained in this package, signing each individual document as required. Attach any other pertinent information that responds to the information requested in the RFP and mail the documents by the due date that is stated on the cover of the RFP.

Submit two (2) copies of each of the following, one of each bearing original signatures in blue where indicated, in separately sealed envelopes as well as on CD-ROM of those items specified to be include electronically in a compatible format as previously indicated:

Technical Proposal for each deliverable labeled **Technical Proposal - RFP #GT-14 Do Not Open**  
Cost Proposal for each deliverable labeled **Cost Proposal – RFP #GT-14 Do Not Open**  
M/WBE Documents labeled **M/WBE Documents—RFP #GT-14 Do Not Open**

To:  
**NYS Education Department  
Bureau of Fiscal Management  
Contract Administration Unit  
89 Washington Avenue, Room 505W EB  
Albany, NY 12234**

**Checklist of Documents for Submission:**

Tech  Proposal labeled **Technical Proposal - RFP #GT-14 Do Not Open**

Cost  Proposal labeled **Cost Proposal – RFP #GT-14 Do Not Open**

To Include:  
Bid Forms (detail)  
Budget Summary (-ies)  
Subcontracting Form

Res  Sheet for Bids **Signature Required**

Assu  s:

To Include:  
Non-Collusion Certification **Signature Required**  
MacBride Certification **Signature Required**  
Certification-Omnibus Procurement Act of 1992 **Signature Required**

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Certification Regarding Lobbying; Debarment and Suspension; and Drug-Free Workplace Requirements

**Signature Required**

Offerer Disclosure of Prior Non-Responsibility Determinations **Signature Required**

M/W  Documents labeled **M/WBE Documents—RFP #GT-14 Do Not Open**

To Include:

**M/WBE Cover Letter Signature Required**

**M/WBE 100** Utilization Plan

**M/WBE 102** Notice of Intent to Participate

**EEO 100** Staffing Plan

Man  Requirements Certification Form **Signature Required**

**NEW YORK STATE EDUCATION DEPARTMENT  
Response Sheet for Bids**

**Please complete the bidder section on this sheet.** Read the detailed specifications, terms, and conditions, and submit this form along with your completed bid form and supporting materials.

**Agency and Bid-Delivery Information:** Bids may not be faxed. To ensure the confidentiality of your bid before the bid opening, enclose your bid within an envelope labeled **Bid Proposal #GT-14 – Do Not Open**. *Place this sealed envelope within another envelope labeled with the delivery information.*

**Bidder Information—Please Complete This Section**

Please complete the following. Responses must be legible. By signing, you indicate your express authority to sign on behalf of yourself, or your company or other entity and full knowledge and acceptance of the terms and conditions of the bid. You also affirm that you understand and agree to comply with the procedures of the NYSED relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

**Name of Company Bidding**

**Employer's Federal Tax ID Number**

**Address**

*Street*

*City*

*State*

*Zip Code*

**Check one of the following:**

- I certify that my organization has filed its Vendor Responsibility Questionnaire online via the New York State VendRep System and that the current questionnaire was certified within the past six months.
- I am including a completed paper copy of the Vendor Responsibility Questionnaire with the bid proposal.
- My entity is exempt based on the OSC listing.
- Other explanation:  
\_\_\_\_\_

**Ownership/License Options:**

In the event that I am awarded a contract pursuant to this RFP, I choose the following options for ownership or licensing of materials, etc., developed or used pursuant to this contract:

- NYSED ownership, as described in Paragraph 1 of the **Mandatory Contract Requirements** section of this RFP.
- Irrevocable, royalty-free license to NYSED and the State of New York as provided in Paragraphs 2 and/or 4 of the **Mandatory Contract Requirements** section of this RFP.

**Bidder's Signature**

*Date*

*E-mail*

*Phone*

*Fax*

**Print Name as Signed and Title**

The New York State Education Department reserves the right to request any additional information deemed necessary to properly review bids.

**NEW YORK STATE EDUCATION DEPARTMENT  
Non-Collusion Certification**

In accordance with Section 139-d of the State Finance Law and paragraph 7 of Appendix A (Standard Clauses for NYS Contracts), the bidder affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition.

The person signing on behalf of the bidder further affirms that he/she is authorized and responsible for signing this certificate.

Company Name: \_\_\_\_\_

Printed Name and Title of Authorized Representative:

\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Proposal: \_\_\_\_\_

Commodity: \_\_\_\_\_

NEW YORK STATE EDUCATION DEPARTMENT  
MacBride Certification

**"NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:**

**MacBRIDE FAIR EMPLOYMENT PRINCIPLES"**

In accordance with Chapter 807 of the laws of 1992 the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership, or any individual or legal entity that holds a 10% or greater ownership in the bidder, either:

(Answer Yes or No to one or both of the following, as applicable)

Has business operations in Northern Ireland:

\_\_\_\_\_ Yes                  \_\_\_\_\_ No

If yes:

Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such principles.

\_\_\_\_\_ Yes                  \_\_\_\_\_ No

Company Name: \_\_\_\_\_

Printed Name and Title of Authorized Representative:  
\_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Proposal: \_\_\_\_\_

Commodity: \_\_\_\_\_

**NEW YORK STATE EDUCATION DEPARTMENT  
Certification – Omnibus Procurement Act of 1992**

The Omnibus Procurement Act of 1992 requires that by signing this RFP/bid proposal, contractors certify that whenever the total bid amount is greater than \$1 million:

1. The contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on this project, and has retained the documentation of these efforts to be provided upon request to the State;
2. The contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
3. 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;
4. The contractor acknowledges notice that New York 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.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

**NEW YORK STATE EDUCATION DEPARTMENT  
Required Assurances**

**CERTIFICATIONS REGARDING LOBBYING;  
DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS; AND DRUG-FREE  
WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

**1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in

connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

**2. DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS**

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default; and

**RFP #GT-14**

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

**3. DRUG-FREE WORKPLACE  
(GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction.

Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Professional, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs

(a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, and zip code)

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dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

Check [ ] if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.610-

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Policy and Oversight Professional, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant.

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution,

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications. The applicant will provide immediate written notice to the NYSED Contract Administration Unit if at any time the applicant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

NAME OF APPLICANT PROJECT NAME	PR/AWARD NUMBER AND / OR
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE
CONTRACT YEAR	CONTRACT NUMBER



\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No Yes

6. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**MANDATORY REQUIREMENTS CERTIFICATION**  
**New York State Education Department**  
**TEACHER EFFECTIVENESS LEARNING SYSTEM**

**By signing this form, the undersigned certifies it can provide and/or meet all of the requirements listed below as well as all of the deliverables outlined in the RFP. Please use the line space, where provided, to describe how you are going to provide or meet the specified requirement.**

***Mandatory Bid Requirements***

The successful bidder must have three (3) years experience designing educator evaluation systems in the K-12 environment.

The successful bidder must have three (3) years experience in training in calibration of rating and evaluating against a standard

The successful bidder must have ten (10) years experience performing professional development or training of educators in a K-12 environment.

For those activities that will be subcontracted, the proposed subcontractors' names, M/WBE status, specific services, and costs must be specifically indicated on the Subcontracting Form located in the "Submission Documents" section of this RFP. NYSED reserves the right to approve all subcontractors. Subcontracting is defined as, "Non-employee direct personal services and related incidental expenses, including travel." Subcontracting will be limited to forty percent (40%) of the annual contract. If subcontractors should change during the contract term, NYSED must be notified immediately and reserves the right to reject any new subcontractor the vendor considers. The Subcontracting Form must be updated annually and submitted to NYSED.

All bidders must sign and return the Mandatory Requirements Certification located in "Submission Documents." Proposals that do not include the signed Mandatory Requirements Certification will be disqualified and removed from further consideration.

The successful bidder must provide at least three current professional references to substantiate qualifications. Current shall mean references for whom the vendor has performed work within the last three years. Do not use NYSED staff as references.

***Mandatory Contract Requirements***

In order to use the benefits of this funded program for future educational purposes, **NYSED SHALL OWN ALL MATERIALS (INCLUDING BUT NOT LIMITED TO** materials developed, created, or used during provision of contract services by the contractor; methodologies, measures, software, code, documentation, white papers, implementation guidance, training materials, evaluation forms, data complications, and reports) **DEVELOPED UNDER OR USED FOR PERFORMANCE OF THE SERVICES PURSUANT TO THE AGREEMENTS RESULTING FROM THIS RFP.** Should the vendor use the services of consultants or other organizations or individuals who are not regular employees of the vendor, the subcontract agreement shall provide that such works produced by such other consultants, organizations or individuals and developed or used for purposes of the agreement shall be the sole and exclusive property of NYSED.

In the alternative, NYSED shall grant to the awardees the right to own and copyright the such materials (as described in paragraph [1]), provided, however, that **NYSED AND THE STATE OF NEW YORK SHALL HAVE A PERPETUAL, NONEXCLUSIVE, IRREVOCABLE, ROYALTY-FREE LICENSE TO COPY, DISSEMINATE, CREATE DERIVATIVES, AND USE IN ANY WAY**

such materials, **SOLELY FOR EDUCATIONAL PURPOSES.** It is the preference of NYSED that the contractor use publicly available or open source materials whenever possible.

The applicant should indicate in its proposal which alternative it chooses, NYSED ownership or a perpetual license to NYSED (i.e., paragraphs 1 or 2 above). For either alternative, at the end of the resulting agreement, the awardee shall deliver paper copies and the source code for all such materials to NYSED. The applicant institution shall ensure that any sub-contractor is also bound by these terms.

Paragraphs 1 of this section (NYSED ownership) shall not apply to proprietary methodologies or measures that are the property of the vendor at the time the contract resulting from this RFP is executed, or for preexisting materials owned or licensed by the vendor which exist prior to execution of this contract and which are used without change for purposes of providing services under the contract. As to such proprietary information, the vendor shall clearly identify such proprietary information and give, or arrange from a third party owner to give, an irrevocable, royalty-free license to NYSED to continue using such proprietary information solely for NYSED's educational purposes for a period of ten years from the date of termination of this contract.

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

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. Payment(s) for subcontractor(s) must list the subcontractor's name(s), payment amount(s), and nature of services provided separately on the invoice submitted. Invoices with incomplete information will be returned to the vendor.

Any vendor staff travel must be in accordance with the approved NYS rates. New York State rates are available at: <http://www.gsa.gov/portal/category/21287>.

Pursuant to New York State Policy 08-005, web sites must comply with the *Web Accessibility of Web-Based Information and Applications* guidelines, <http://www.cio.ny.gov/policy/NYS-P08-005.pdf>, developed by the State Chief Information Officer.

**Proposals that do not include the completed and signed Mandatory Requirements Certification will be disqualified and removed from further consideration.**

<i>Vendor Signature and Title</i>		<b>Date:</b>	
<b>Printed Name</b>			
<b>Company Name</b>			
<b>Company Address</b>			

**NEW YORK STATE EDUCATION DEPARTMENT**  
**Bid Form Cost Proposals for Services 1 - 3**  
**SCHEDULE OF DELIVERABLES FOR RFP#GT-14**

**Y1: 1/3/2012–4/30/2012**  
**Y2: 5/1/2012–4/30/2013**  
**Y3: 5/1/2013 –9/23/2014**

Please include the following components for each deliverable<sup>4</sup>:

Total Staff Cost; Total Fringe Benefit Cost; Total Purchased Services (non-employee consultants, subcontractors); Total Non-Personal Services (supplies and materials, employee travel, etc.); Other Costs (indirect costs, overhead, etc.)

<b>Service 1— Design and coordinate a coherent system of tools and training for the evaluation of teacher practice for all students</b>					
<b>ALL ACTIVITIES MUST BE COMPLETED BY 2/15/2012</b>					
<b>ACTIVITY</b>				<b>MONTH/YEAR</b>	<b>TOTAL COST</b>
Design, develop and produce guidance for teachers and teacher evaluators on setting and using student growth goals.					
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Service	Other Costs	
<b>ACTIVITY</b>				<b>MONTH/YEAR</b>	<b>TOTAL COST</b>
Design, develop, and produce learning materials and resources for teacher evaluators on the use of student growth goals.					
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Service	Other Costs	
<b>ACTIVITY</b>				<b>MONTH/YEAR</b>	<b>TOTAL COST</b>
Develop a training plan with learning objectives and measureable outcomes with a scope and sequence of learning events.					
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Service	Other Costs	
<b>ACTIVITY</b>				<b>MONTH/YEAR</b>	<b>TOTAL COST</b>
Develop plans and materials for evaluating the teachers of English Language Learners (ELLs).					
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Service	Other Costs	

<sup>4</sup> Vendors should be prepared to show how they derived the amounts listed in each column for each activity should they be subject to audit by NYSED or the NYS Office of the State Comptroller.

<b>ACTIVITY</b>				<b>MONTH/YEAR</b>	<b>TOTAL COST</b>
Develop plans and materials for evaluating the teachers of Students with Disabilities, as defined in NYS Commissioner's Regulations 100.2(o).					
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Service	Other Costs	
<b>ACTIVITY</b>				<b>MONTH/YEAR</b>	<b>TOTAL COST</b>
Develop plans and materials for evaluating the teachers of students performing below grade level.					
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Service	Other Costs	
<b>ACTIVITY</b>				<b>MONTH/YEAR</b>	<b>TOTAL COST</b>
Create training modules that can be replicated for training teacher evaluators.					
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Service	Other Costs	
<b>ACTIVITY</b>				<b>MONTH/YEAR</b>	<b>TOTAL COST</b>
Train approximately 550 statewide turn-key trainers.					
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Service	Other Costs	

<b>Service 2— Develop Training Materials, Support Tools and Resources for Teachers and Teacher Evaluators</b>					
<b>ALL ACTIVITIES MUST BE COMPLETED BY 2/28/2012</b>					
<b>ACTIVITY</b>				<b>MONTH/YEAR</b>	<b>TOTAL COST</b>
Develop a training materials, support tools, and resources for delivery of a train-the-trainer model.					
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Service	Other Costs	
<b>ACTIVITY</b>				<b>MONTH/YEAR</b>	<b>TOTAL COST</b>
Develop strategic plans for the dissemination of training materials and guides to New York State educators.					

Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Service	Other Costs	
<b>ACTIVITY</b>				<b>MONTH/YEAR</b>	<b>TOTAL COST</b>
Create explicit inclusion of linkages between the New York State Teaching Standards, Teacher Practice Rubrics, and the practices required to implement the Common Core Learning Standards in English Arts/Literacy and Mathematics.					
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Service	Other Costs	
<b>ACTIVITY</b>				<b>MONTH/YEAR</b>	<b>TOTAL COST</b>
Create explicit inclusion and detailing of linkages between New York State Teaching Standards, New York State Approved Teacher Evaluation Rubrics, and the practices required to implement data driven instruction for all students.					
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Service	Other Costs	
<b>ACTIVITY</b>				<b>MONTH/YEAR</b>	<b>TOTAL COST</b>
Development of training materials and resources by 2/30/2012.					
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Service	Other Costs	

<b>Service 3— Provide the Statewide Training Using a Train-the-Trainer Model</b>					
<b>ALL ACTIVITIES MUST BE COMPLETED BY 3/15/2012</b>					
<b>ACTIVITY</b>				<b>MONTH/YEAR</b>	<b>TOTAL COST</b>
Train the trainers using a highly effective, intensive training.					
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Service	Other Costs	
<b>ACTIVITY</b>				<b>MONTH/YEAR</b>	<b>TOTAL COST</b>
Calibrate the trainees to achieve inter-rater reliability consistent with field experts.					
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Service	Other Costs	

<b>ACTIVITY</b>				<b>MONTH/YEAR</b>	<b>TOTAL COST</b>
Calibrate the trainees in a manner in which they can “certify” teacher evaluators consistent with State’s regulations.					
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Service	Other Costs	
<b>ACTIVITY</b>				<b>MONTH/YEAR</b>	<b>TOTAL COST</b>
Provide training in a manner that is flexible enough to accommodate contextual understandings given a variety of districts including urban, rural, suburban, low performing, high performing, affluent, and low income.					
Total Staff Cost	Total Fringe Benefit Cost	Total Purchased Services	Total Non-Personal Service	Other Costs	

**NEW YORK STATE EDUCATION DEPARTMENT**  
**Three Year Budget Summary**  
**Total Length: 1/3/2012 – 09/23/2014**  
**Y1: 1/3/2012–4/30/2012**  
**Y2: 5/1/2012–4/30/2013**  
**Y3: 5/1/2013 –9/23/2014**

**Service 1: Design and coordinate a coherent system of tools and training for the evaluation of teacher practice for all students**

**Develop a training plan with learning objectives and measurable outcomes with a scope and sequence of learning events.**

Year 1	Year 2	Year 3	3 Year Grand Total

**Develop plans and materials for evaluating the teachers of English Language Learners (ELLs).**

Year 1	Year 2	Year 3	3 Year Grand Total

**Develop plans and materials for evaluating the teachers of Students with Disabilities.**

Year 1	Year 2	Year 3	3 Year Grand Total

**Develop plans and materials for evaluating the teachers of students performing below grade level.**

Year 1	Year 2	Year 3	3 Year Grand Total

**Create training modules that can be replicated for training teacher evaluators.**

Year 1	Year 2	Year 3	3 Year Grand Total

**Service 2: Develop Training Materials, Support Tools and Resources for Teachers and Teacher Evaluators**

**Develop a training materials, support tools, and resources for delivery of a train-the-trainer model.**

Year 1	Year 2	Year 3	3 Year Grand Total

**Develop strategic plans for the dissemination of training materials and guides to New York State educators.**

Year 1	Year 2	Year 3	3 Year Grand Total

**Create explicit inclusion of linkages between the New York State Teaching Standards, Teacher Practice Rubrics, and the practices required to implement the Common Core Learning Standards in English Arts/Literacy and Mathematics.**

Year 1	Year 2	Year 3	3 Year Grand Total

**Create explicit inclusion and detailing of linkages between New York State Teaching Standards, New York State Approved Teacher Evaluation Rubrics, and the practices required to implement data driven instruction for all students.**

Year 1	Year 2	Year 3	3 Year Grand Total

**Development of training materials and resources by 2/28/2012.**

Year 1	Year 2	Year 3	3 Year Grand Total

**Service 3: Provide the Statewide Training Using a Train-the-Trainer Model**

**Train the trainers using a highly effective, intensive training.**

Year 1	Year 2	Year 3	3 Year Grand Total

**Calibrate the trainees to achieve inter-rater reliability consistent with field experts.**

Year 1	Year 2	Year 3	3 Year Grand Total

**Calibrate the trainees in a manner in which they can “certify” teacher evaluators consistent with State’s regulations.**

Year 1	Year 2	Year 3	3 Year Grand Total

**Provide training in a manner that is flexible enough to accommodate contextual understandings given a variety of districts including urban, rural, suburban, low performing, high performing, affluent, and low income.**

Year 1	Year 2	Year 3	3 Year Grand Total

Three Year Budget Summary: All 3 Services Combined

Year 1	Year 2	Year 3	3 Year Grand Total

The Financial Criteria portion of the RFP will be scored based upon the grand total of the Three Year Budget Summary.

<b>Vendor Signature</b>		<b>Date:</b>
<b>Printed Name</b>		
<b>Title</b>		
<b>Company Name</b>		
<b>Company Address</b>		

**NEW YORK STATE EDUCATION DEPARTMENT**  
**Subcontracting Form**  
 (whole dollar figures only)

This form must be updated and submitted annually to the Office of Higher Education

**Development of Teacher Effectiveness Learning System**  
 Subcontracting For Year One — (January 3, 2012 – April 30, 2012)

Name of Subcontractor	M/WBE	Work Description & Estimated Hours/Days	Projected Cost

\*Indicate with an "X" which subcontractors are M/WBE.

Total Subcontract Cost	Total Project Budget	% of Subcontracting to Total Budget

Subcontracting (3 Years)	Total YR1 1/3/12– 4/30/12	Total YR2 5/1/12– 4/30/13	Total YR3 5/1/13 – 9/23/14	Grand Total Subcontracting for 3 Years
Percent of Subcontracting to Annual Budget				

Subcontracting is limited to forty percent (40%) of the annual contract budget.

**NEW YORK STATE EDUCATION DEPARTMENT**  
**M/WBE Subcontracting Form**  
 (whole dollar figures only)  
**M/WBE Purchases For Year One: Teacher Effectiveness Learning System**

**Table 1-- Minority Business Enterprise**

Name of Vendor	Type of Services or Supplies	Cost
<b>Total Year 1 MBE Costs</b>		
<b>Total Year 1 Budget</b>		
<b>Total Year 1 MBE Costs divided by Total Year 1 Budget (%)</b>		

**Table 2-- Women-Owned Business Enterprise**

Name of Vendor	Type of Services or Supplies	Cost
<b>Total Year 1 WBE Costs</b>		
<b>Total Year 1 Budget</b>		
<b>Total Year 1 WBE Costs divided by Total Year 1 Budget (%)</b>		

**M/WBE Purchases For Years 1-3**

	Year 1	Year 2	Year 3	Total for 3 Years
<b>% MBE Purchases to Budget</b>				
<b>% WBE Purchases to Budget</b>				

# **M/WBE Documents**

**Minority & Woman-Owned Business Enterprise Requirements**

**NAME OF FIRM** \_\_\_\_\_

In accordance with the provisions of Article 15-A of the NYS Executive Law, 5 NYCRR Parts 140-144, Section 163 (6) of the NYS Finance Law and Executive Order #8 and in fulfillment of the New York State Education Department (NYSED) policies governing Equal Employment Opportunity and Minority and Women-Owned Business Enterprise (M/WBE) participation, it is the intention of the New York State Education Department to provide real and substantial opportunities for certified Minority and Women-Owned Business Enterprises on all State contracts. It is with this intention the NYSED has assigned M/WBE participation goals to this contract.

In an effort to promote and assist the participation of certified M/WBEs as subcontractors and suppliers on this project for the provision of services and materials, the bidder is required to comply with NYSED’s participation goals. The goals are 17% Minority Business Enterprise (MBE) and 12% Women-Owned Business Enterprise (WBE). These participation goals shall be applicable to the contract as a whole and will be monitored by NYSED M/WBE Program Unit for compliance.

Bidders are required to respond to the participation goals by completing and submitting **M/WBE 100**, Utilization Plan, **M/WBE 102**, Notice of Intent to Participate and **EEO 100**, Staffing Plan in this RFP or at [www.oms.nysed.gov/fiscal/MWBE/forms.html](http://www.oms.nysed.gov/fiscal/MWBE/forms.html).

By my signature on this Cover Letter, I certify that I am authorized to bind the Bidder’s firm contractually.
Typed or Printed Name of Authorized Representative of the Firm
Typed or Printed Title/Position of Authorized Representative of the Firm
Signature/Date

### M/WBE UTILIZATION PLAN

**INSTRUCTIONS:** All bidders submitting responses to this procurement must complete this M/WBE Utilization Plan and submit it as part of their proposal. The plan must contain detailed description of the services to be provided by each Minority and/or Women-Owned Business Enterprise (M/WBE) identified by the bidder.

Bidder's Name \_\_\_\_\_ Telephone: \_\_\_\_\_  
 Address \_\_\_\_\_ Federal ID No.: \_\_\_\_\_  
 City, State, Zip \_\_\_\_\_ RFP No.: \_\_\_\_\_

Certified M/WBE	Classification (check all applicable)	Description of Work (Subcontracts/Supplies/Services)	Annual Dollar Value of Subcontracts/Supplies/Services
NAME ADDRESS CITY, ST, ZIP PHONE/E-MAIL FEDERAL ID No.	NYS ESD Certified  MBE _____  WBE _____		\$ _____
NAME ADDRESS CITY, ST, ZIP PHONE/E-MAIL FEDERAL ID No.	NYS ESD Certified  MBE _____  WBE _____		\$ _____

PREPARED BY (Signature) \_\_\_\_\_ DATE \_\_\_\_\_

**SUBMISSION OF THIS FORM CONSTITUTES THE BIDDER'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-1, 5 NYCRR PART 143 AND THE ABOVE REFERENCE SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR PROPOSAL DISQUALIFICATION.**

NAME AND TITLE OF PREPARER: \_\_\_\_\_  
(print or type)  
 TELEPHONE/E-MAIL \_\_\_\_\_  
 DATE \_\_\_\_\_

**M/WBE 100**

REVIEWED BY _____	DATE _____
UTILIZATION PLAN APPROVED YES/NO _____	DATE _____
NOTICE OF DEFICIENCY ISSUED YES/NO _____	DATE _____
NOTICE OF ACCEPTANCE ISSUED YES/NO _____	DATE _____

**M/WBE SUBCONTRACTORS AND SUPPLIERS  
NOTICE OF INTENT TO PARTICIPATE**

INSTRUCTIONS: Part A of this form must be completed and signed by the Bidder/Contractor. Parts B & C of this form must be completed by MBE and/or WBE subcontractors/suppliers. The bidder/contractor must submit a separate M/WBE Notice of Intent to Participate form for each MBE or WBE as part of the proposal.

Bidder Name: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_

Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_ E-mail: \_\_\_\_\_

Signature of Authorized Representative of Bidder's Firm \_\_\_\_\_

Print or Type Name and Title of Authorized Representative of Bidder's Firm \_\_\_\_\_

Date: \_\_\_\_\_

**PART B - THE UNDERSIGNED INTENDS TO PROVIDE SERVICES OR SUPPLIES IN CONNECTION WITH THE ABOVE PROCUREMENT:**

Name of M/WBE: \_\_\_\_\_ Federal ID No.: \_\_\_\_\_

Address: \_\_\_\_\_ Phone No.: \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_ E-mail: \_\_\_\_\_

**BRIEF DESCRIPTION OF SERVICES OR SUPPLIES TO BE PERFORMED BY MBE OR WBE:**

**DESIGNATION:**  MBE Subcontractor  WBE Subcontractor  MBE Supplier  WBE Supplier

**PART C - CERTIFICATION STATUS (CHECK ONE):**

The undersigned is a certified M/WBE by the New York State Division of Minority and Women-Owned Business Development (MWBD).

The undersigned has applied to New York State's Division of Minority and Women-Owned Business Development (MWBD) for M/WBE certification.

**THE UNDERSIGNED IS PREPARED TO PROVIDE SERVICES OR SUPPLIES AS DESCRIBED ABOVE AND WILL ENTER INTO A FORMAL AGREEMENT WITH THE BIDDER CONDITIONED UPON THE BIDDER'S EXECUTION OF A CONTRACT WITH THE NEW YORK STATE EDUCATION DEPARTMENT.**

The estimated dollar amount of the agreement \$ \_\_\_\_\_

Signature of Authorized Representative of M/WBE Firm \_\_\_\_\_

\_\_\_\_\_

Date

Printed or Typed Name and Title of Authorized Representative \_\_\_\_\_



General Instructions: All Bidders and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's or subcontractor's total work force, the Bidder shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's or subcontractor's total work force, the Bidder shall complete this form for the contractor's or subcontractor's total work force.

#### Instructions for Completing:

1. Enter the RFP number that this report applies to, along with the name, address, and federal ID number of the Bidder.
2. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Bidder's total work force.
3. Check off the appropriate box to indicate if the Bidder completing the report is the contractor or subcontractor.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and race/ethnic background and enter under the heading Race/Ethnicity. Contact the Designated Contact(s) for the solicitation if you have any questions.
6. Enter the name, title, phone number and/or email address for the person completing the form. Sign and date the form in designated areas.

#### RACE/ETHNIC IDENTIFICATION

For purposes of this form NYSED will accept the definitions of race/ethnic designations used by the federal Equal Employment Opportunity Commission (EEOC), as those definitions are described below or amended hereafter. (Be advised these terms may be defined differently for other purposes under NYS statutory, regulatory, or case law). Race/ethnic designations as used by the EEOC do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. The race/ethnic categories for this survey are:

- **Hispanic or Latino** - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin regardless of race.
- **White (Not Hispanic or Latino)** - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.
- **Black or African American (Not Hispanic or Latino)** - A person having origins in any of the black racial groups of Africa.
- **Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- **Asian (Not Hispanic or Latino)** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- **American Indian or Alaska Native (Not Hispanic or Latino)** - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- **Two or More Races (Not Hispanic or Latino)** - All persons who identify with more than one of the above five races.
- **Disabled** - Any person who has a physical or mental impairment that substantially limits one or more major life activity; has a record of such an impairment; or is regarded as having such an impairment
- **Vietnam Era Veteran** - a veteran who served at any time between and including January 1, 1963 and May 7, 1975.

**EEO 100**

## 5 NYCRR 142.8 CONTRACTOR'S GOOD FAITH EFFORTS

(a) The contractor must document its good faith efforts toward meeting certified minority- and women-owned business enterprise utilization plans by providing, at a minimum:

- (1) Copies of its solicitations of certified minority- and women-owned business enterprises and any responses thereto;
- (2) If responses to the contractor's solicitations were received, but a certified minority- or woman-owned business enterprise was not selected, the specific reasons that such enterprise was not selected;
- (3) Copies of any advertisements for participation by certified minority- and women-owned business enterprises timely published in appropriate general circulation, trade and minority- or women-oriented publications, together with the listing(s) and date(s) of the publication of such advertisements;
- (4) Copies of any solicitations of certified minority- and/or women-owned business enterprises listed in the directory of certified businesses;
- (5) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the State agency awarding the State contract, with certified minority- and women-owned business enterprises which the State agency determined were capable of performing the State contract scope of work for the purpose of fulfilling the contract participation goals;
- (6) Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified minority- and women-owned business enterprises.

(b) In addition to the information provided by the contractor in paragraph (a) above, the State agency may also consider the following to determine whether the contractor has demonstrated good faith efforts:

- (1) whether the contractor submitted an alternative utilization plan consistent with the subcontract or supplier opportunities in the contract;
- (2) the number of certified minority- and women-owned business enterprises in the region listed in the directory of certified businesses that could, in the judgment of the State agency, perform work required by the State contract scope of work;
- (3) The actions taken by the contractor to contact and assess the ability of certified minority- and women-owned business enterprises located outside of the region in which the State contract scope of work is to be performed to participate on the State contract;
- (4) whether the contractor provided relevant plans, specifications or terms and conditions to certified minority- and women-owned business enterprises sufficiently in advance to enable them to prepare an informed response to a contractor request for participation as a subcontractor or supplier;
- (5) the terms and conditions of any subcontract or provision of suppliers offered to certified minority- or women-owned business enterprises and a comparison of such terms and conditions with those offered in the ordinary course of the contractor's business and to other subcontractors or suppliers of the contractor;
- (6) whether the contractor offered to make up any inability to comply with the certified minority- and women-owned business enterprises goals in the subject State contract in other State contracts being performed or awarded to the contractor; and
- (7) any other information that is relevant or appropriate to determining whether the contractor has demonstrated a good faith effort.

**END OF SUBMISSION DOCUMENTS**