

**REQUEST FOR PROPOSAL (RFP)**

**RFP #SA-09**

**Scaffolding for English Language Learners (ELL) in  
NYS's P-12 ELA and Math Curriculum**



**NEW YORK STATE EDUCATION DEPARTMENT**

## Table of Contents

1	Description of ELL Scaffold and Services to be Performed .....	6
1.1	Overview of the NYS Curriculum and ELL Scaffolds.....	6
1.1.1	Summary .....	6
1.1.2	Definition of Scaffolding and Supports for ELLs. ....	6
1.1.3	Mandatory Requirements .....	7
1.1.4	Minority and Women-Owned Business Enterprise (M/WBE) Compliance Requirements.....	9
1.2	Overview .....	11
1.2.1	Deliverables.....	12
1.2.2	Deliverable Review Process and Timeline.....	19
1.3	Subcontracting Limit.....	23
1.4	Contract Period .....	23
1.5	Electronic Processing of Payments.....	23
1.6	M/WBE and Equal Employment Opportunities Requirements .....	24
2	Proposal Format, Contents and Submission .....	28
2.1	Submission of Documents .....	28
2.2	Documents to be submitted with this proposal .....	29
2.3	Project Submission: .....	29
2.3.1	Cover Letter (include this letter within the technical proposal envelope) ...	29
2.3.2	Submission of Technical Proposal.....	30
2.3.3	Submission of Cost Proposal.....	30
2.3.4	MWBE Documents .....	30
3	Evaluation Criteria and Method of Award .....	32
3.1	Criteria for Evaluating Bids.....	32
3.2	Technical Criteria/Proposal 70 Points .....	32
3.3	Financial Criteria 30 Points .....	34
3.4	Method of Award.....	34
3.5	NYSED's Reservation of Rights.....	34
3.6	Post Selection Procedures .....	35
3.7	Debriefing Procedures .....	35
3.8	Contract Award Protest Procedures.....	35
3.9	Vendor Responsibility .....	36

3.10	PROCUREMENT LOBBYING LAW .....	37
3.11	Consultant Disclosure Legislation .....	37
3.12	Public Officer’s Law Section 73.....	38
3.13	Payee Information Form/NYSED Substitute W-9 Form.....	39
4	Assurances and Administrative Specifications .....	39
4.1	APPENDIX A.....	44
4.2	APPENDIX A-1 .....	49
4.3	Appendix A-2.....	53
5	SUBMISSION DOCUMENTS .....	54
5.1	Application Checklist RFP# SA-09 .....	55
5.2	Response Sheet for Bids .....	56
5.3	NON-COLLUSIVE BIDDING CERTIFICATION.....	58
5.4	MacBride Certification .....	61
5.5	CERTIFICATION – OMNIBUS PROCUREMENT ACT OF 1992.....	62
5.6	Required Assurances.....	63
5.7	Offerer Disclosure of Prior Non-Responsibility Determinations .....	65
5.8	NYSED SUBSTITUTE FORM W-9: .....	67
5.9	IRAN DIVESTMENT ACT CERTIFICATION .....	70
5.10	MANDATORY REQUIREMENTS CERTIFICATION .....	71
5.11	Bid Form Cost Proposal for Services .....	73
5.12	Subcontracting Form.....	79
5.13	M/WBE Documents.....	81
6	Glossary .....	98

## **SCAFFOLDING OF ENGLISH LANGUAGE LEARNERS (ELL) CURRICULUM WITHIN NEWYORK STATE (NYS'S) CURRICULUM**

The New York State Education Department ("NYSED") is seeking proposals for applicants with English Language Learner curriculum and instruction expertise to provide feedback on ELA and math curriculum vendor draft scaffolds, guide the development of these vendor scaffolds through creating sample prototypes, and conduct in person sessions with curriculum vendors/developers on research and best practice for scaffolding instruction for ELLs. The purpose is to ensure that the ELL scaffolds in NYS's curriculum are uniform across P-12 in ELA and Math curriculum modules, and is based on research and best practice.

The eligible applicants are: Local Education Agencies ("LEAs"); Boards of Cooperative Educational Services ("BOCES"); public or private Institutions of Higher Education ("IHEs"); systems of public IHE's, so long as the particular institutions participating in the project, and the services each institution will provide, are identified in the proposal; not-for-profit and for-profit organizations, companies or agencies. Current NYSED P-12 ELA and Math curriculum development vendors are not eligible applicants. For the purposes of this RFP, an LEA is defined as a school district or a charter school.

NYSED will award one (1) contract with a term of approximately 12 months, beginning on May 17, 2013 and ending on May 16, 2014.

### **Components contained in RFP Proposal RFP #SA-09 are as follows:**

- Description Of Services To Be Performed
- Proposal Format, Content, and Submission
- Evaluation Criteria and Method of Award
- Assurances and Administrative Specifications
- Submission Documents

Questions regarding the request must be submitted by E-mail to [ellscaffold@mail.nysed.gov](mailto:ellscaffold@mail.nysed.gov) no later than the close of business December 21, 2012. 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/rfp/> no later than January 9, 2013. The following are the designated contacts for this procurement:

#### **Program Matters**

Vicki Jones

[ellscaffold@mail.nysed.gov](mailto:ellscaffold@mail.nysed.gov)

#### **Fiscal Matters**

Lynn Caruso

[ellscaffold@mail.nysed.gov](mailto:ellscaffold@mail.nysed.gov)

#### **M/WBE Matters**

Joan Ramsey

[ellscaffold@mail.nysed.gov](mailto:ellscaffold@mail.nysed.gov)

**Schedule of Key Events:**

<b>Event</b>	<b>Timeline</b>
RFP Release Date	December 6, 2012
Proposals Due	January 22, 2013 @ 3:00 PM ET
Approximate Review/Selection Deadline	February 28, 2013
Contract Execution	May 17, 2013

The following documents must be submitted in separately sealed envelopes, as detailed in the Section 2 - Proposal Format, Contents and Submission, and be received at NYSED no later than January 22, 2013 by 3:00 PM:

1. Submission Documents labeled Submission Documents - RFP #SA-09 Do Not Open
2. Technical Proposal labeled Technical Proposal - RFP #SA-09 Do Not Open
3. Cost Proposal labeled Cost Proposal – RFP #SA-09 Do Not Open
4. M/WBE Documents labeled M/WBE Documents— RFP #SA-09 Do Not Open
5. CD-ROM containing the technical, cost, submission and M/WBE proposals submitted using Microsoft Word. Place in a separate envelope labeled CD-ROM- RFP #SA-09 Do Not Open.

The mailing address for all the above documentation is:

NYS Education Department  
Bureau of Fiscal Management  
Attn: Lynn Caruso, RFP #SA-09  
Contract Administration Unit  
89 Washington Avenue, Room 505W EB  
Albany, NY 12234

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

# 1 DESCRIPTION OF ELL SCAFFOLD AND SERVICES TO BE PERFORMED

## Work Statement and Specifications

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

### 1.1 Overview of the NYS Curriculum and ELL Scaffolds

#### 1.1.1 Summary

NYSED is currently developing curriculum modules aligned to the New York State P-12 Common Core Learning Standards, which for English Language Arts (“ELA”) & Literacy and Mathematics include the Common Core State Standards. Taken together, these standards are known as the New York State P-12 Common Core Learning Standards for English Language Arts & Literacy (“NYS P-12 CCLS for ELA & Literacy”) and the New York State P-12 Common Core Learning Standards for Mathematics (“NYS P-12 CCLS for Mathematics”). These modules will support teaching and learning in Grades P-12 classrooms across New York State and provide access to sequenced, spiraled, content-rich statewide curriculum programming and instructional practices that support the attainment of the New York State P-12 Common Core Learning Standards and align to the Board of Regents’ strategic goals. The modules will also include scaffolding for English Language Learners (ELLs), among other student populations, in order to ensure they have access to the ELA and Math curriculum. For more information see:

[http://usny.nysed.gov/rttt/rfp/sa-06/nysed\\_rfp\\_sa-06.pdf](http://usny.nysed.gov/rttt/rfp/sa-06/nysed_rfp_sa-06.pdf) (Section 1.3.1) and [http://usny.nysed.gov/rttt/rfp-archive/sa-03/nysed\\_rfp\\_sa-03a.pdf](http://usny.nysed.gov/rttt/rfp-archive/sa-03/nysed_rfp_sa-03a.pdf). (Section 1.3.1).

The primary purpose of this RFP is to assist the ELA and math curriculum module vendors with this ELL scaffolding work.

#### 1.1.2 Definition of Scaffolding and Supports for ELLs.

Scaffolding is help that is “just right” and “just in time,” provided to learners so that, with the scaffold support in place, the learners can accomplish tasks they would not be able to complete alone. In addition, scaffolds allow learners to develop the knowledge, skills, or language required to support their own performance in the future. In terms of educational materials, scaffolded lessons need to be generative, that is, they should promote student autonomy over time. An important feature of pedagogical scaffolding is that it should provide students with the opportunity to engage in a novel application of ideas.

The term scaffolding comes from the work of Jerome Bruner, who defined it as:

A process of 'setting up' the situation to make the child's entry easy and successful and then gradually pulling back and handing the role to the child as he becomes skilled enough to manage it (1983:60). Bruner, J. (1983). *Child's Talk: Learning to Use Language*. New York: Norton.

Flexible supports may include the following (and other) successful modes:

- Excellent text dependent questions in a thoughtful sequence;
- Effectively spiraling levels of text complexity;
- Digestible chunks of knowledge or information sequenced from an accessible base to the more complex;
- Building student knowledge through reading and writing;
- Strategic selection of pivotal vocabulary and allusions;
- Making connections between different portions of a text;
- Related texts or problems at an appropriate grade level;
- Guidance regarding less "frustrating" access points for struggling learners.

ELLs need additional support so that content is comprehensible to them in English. Additional support techniques should include: explicit instruction of strategically selected vocabulary (focus on high frequency Tier II and III words); building background knowledge; strategic and purposeful use of multiple media (e.g. strategic use of short video clips, carefully selected images, and purposeful use of manipulatives, directly related to the text or content being taught); instruction in word-learning strategies and comprehension strategies; and building on and supporting students' first language knowledge. Scaffolds for ELLs must be developmentally appropriate and include entry points and supports for ELLs at all levels of English language proficiency.

### 1.1.3 Mandatory Requirements

Eligible applicants must agree to the Mandatory Requirements found below and must submit the Mandatory Requirements Certification Form located in "Submission Documents" signed by an authorized person.

#### *Mandatory Bid Requirements*

1. 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 thirty percent (30%) of the contract budget. 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.

2. The applicant must include with the submission of the technical proposal, 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. NYSED staff cannot be used as references.
3. The applicant must provide resume(s) that show that key staff have developed scaffolding and techniques that have been proven to have a statistically significant impact on ELLs, which must be substantiated by research conducted within the last 5 years. Resumes must explicitly include references to the research.
4. All applicants must sign and return the Mandatory Requirements Certification located in Section 5.10 of this RFP. By signing the Mandatory Requirements Certification, the applicant certifies that they agree to provide and/or meet all of the Mandatory Requirements listed. Proposals that do not include the signed Mandatory Requirements Certification will be disqualified and removed from further consideration.

#### *Mandatory Contract Requirements*

1. In order to use the benefits of this funded program for future educational purposes, NYSED shall own all materials developed or created during provision of contract services by the contractor, including but not limited to: methodologies, measures, software, code, documentation, white papers, implementation guidance, training materials, evaluation forms, data compilations, and reports developed pursuant to the agreements resulting from this RFP. Materials developed for NYSED must not be dependent upon the acquisition of a license to any third-party-owned software or materials unless the vendor secures a perpetual, non-exclusive royalty-free license for: (a) NYSED, local school district or BOCES personnel, and/or contracted personnel by such parties, to use, distribute materials for the purpose of conducting district evaluations; and (b) NYSED to use, or sublicense to contractor to use, for purpose of creation of derivatives of the deliverables (but not the licensed software or materials) for NYSED educational purposes. Materials prepared under this contract shall be in a form that will be ready for copyright in the name of NYSED. 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. 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.
3. All vendors must adhere to NYSED's security protocols regarding the transmission of secure materials via encrypted files and the secure shipment of all materials using a carrier that has ground tracking capability. Electronic transfer via e-mail, Internet, or facsimile (FAX) of any vendor generated products is not permitted unless authorized by NYSED to do so on a case-by-case basis.
4. All materials are to be held strictly confidential and must not be copied, duplicated, or disseminated in any manner or discussed with anyone other than persons authorized by NYSED.
5. 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.
6. The vendor agrees to cooperate with, and when there is a difference of opinion, defer to NYSED, on the continual review and refinement of applicant products to ensure that all materials are uniform and coherent across all four vendors.
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>.

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

##### **MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE) PARTICIPATION GOALS**

Article 15-A identifies the State's procurement goals for Minority Business Enterprise (MBE) and Women-Owned Business Enterprise (WBE) participation as 12% and 8%, respectively, of the total 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. Minority and Women-Owned

Business Enterprise (M/WBE) participation includes any and all services, materials or supplies purchased from New York State certified minority and women owned firms. Utilization of certified Minority and Women-Owned firms will be applied toward the goals. Bidders can achieve compliance with NYSED's Minority and Women-Owned Business Enterprise goals as described below.

**ACHIEVE FULL COMPLIANCE WITH DESIGNATED GOALS  
(preferred)**

Bidders should submit subcontracting forms that meet or exceed NYSED's participation goals for this procurement. Bidders must complete and submit M/WBE 100: Utilization Plan, M/WBE 102: Notice of Intent to Participate and EEO 100: Staffing Plan. Instructions and copies of these forms are located in the Submission Documents. All firms utilized must be certified with the NYS Division of Minority and Women Business Development before beginning any work on this contract. For additional information and a listing of currently certified M/WBEs, see <http://www.esd.ny.gov/MWBE/directorySearch.html>.

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

**DOCUMENTATION OF GOOD FAITH EFFORTS**

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

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

In the event Bidders cannot comply with NYSED's designated participation goals, said bidders must document their "good faith efforts" to comply and submit one of the following requests.

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

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

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

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

All payments to Minority and Women-Owned Business Enterprise subcontractor(s) must be reported to NYSED M/WBE Program Unit using M/WBE 103 Quarterly M/WBE Compliance Report. This report must be submitted on a quarterly basis and can be found at [www.oms.nysed.gov/fiscal/MWBE/forms.html](http://www.oms.nysed.gov/fiscal/MWBE/forms.html).

## **1.2 Overview**

As part of the New York State Race to the Top (RTTT) initiative, NYS is developing and implementing curriculum modules (ELA & Literacy P-12 and Mathematics P-12). The primary purpose of these modules is to support systemic change in teaching and learning of standards-based curricula statewide by focusing on five key components - curriculum, instruction, assessment, professional development, and leadership - simultaneously across grade levels. Through newly developed and innovative curriculum modules, based on research, and through statewide professional development to implement curriculum modules, New York State is positioned to better

prepare its students to pursue pathways to colleges and careers in a globally competitive economy. For more information see [http://usny.nysed.gov/rttt/rfp/sa-06/nysed\\_rfp\\_sa-06.pdf](http://usny.nysed.gov/rttt/rfp/sa-06/nysed_rfp_sa-06.pdf) (Section 1.3.1) and [http://usny.nysed.gov/rttt/rfp-archive/sa-03/nysed\\_rfp\\_sa-03a.pdf](http://usny.nysed.gov/rttt/rfp-archive/sa-03/nysed_rfp_sa-03a.pdf) (Section 1.3.1).

As part of this initiative, it is critical that ELLs have access to this curriculum and that teachers have guidance on how to provide appropriate instruction to ELLs; thus providing ELLs with equal access to rigorous grade level curriculum.

The NYS curriculum modules in ELA & Literacy P-12 and Mathematics P-12 are currently being developed by four different vendors: Core Knowledge (P-2 ELA), Expeditionary Learning (3-5 ELA), Public Consulting Group, Inc (6-12 ELA), Common Core Inc. (P-12 Math). These modules will include:

For ELA & Literacy and Mathematics:

- curriculum maps with learning progressions
- unit overviews
- performance tasks
- lesson strategy documents that outline teacher and student actions/outcomes
- appropriate learning scaffolds (outlined for ELLs and students with disabilities, but not limited to these student sub-group populations)
- For ELA & Literacy only:
  - sample texts of grade level complexity
  - rigorous text-dependent questions to guide conversations and writing
  - research tasks
  - approach to word study is research-based
  - incorporates research based approaches for connecting quantity of reading to increased background knowledge and vocabulary
- For Mathematics only:
  - extensive problem sets
  - balance of tasks and activities
  - balance in how time is spent
  - common sense in achieving balance

A major focus of the Common Core is on twelve Instructional Shifts needed for their effective implementation in ELA & Literacy and in Mathematics. For more information on these “Common Core shifts,” see:

<http://engageny.org/resource/common-core-shifts/>

### 1.2.1 Deliverables

The applicant must work with NYSED staff to provide deliverables in accordance with NYSED’s review process and timeline described below.

1. **Review curriculum modules (or materials as is the case for P-2 ELA) and provide feedback to vendors to ensure high quality scaffolds for ELLs are embedded throughout.** Curriculum modules are being developed in P-12 ELA and Math by four different vendors. The work to be completed includes: five (5) components for P-2 ELA (see [http://engageny.org/sites/default/files/resource/attachments/overview\\_of\\_the\\_core\\_knowledge\\_language\\_arts\\_program.pdf](http://engageny.org/sites/default/files/resource/attachments/overview_of_the_core_knowledge_language_arts_program.pdf) for numbers of units within each component); six (6) curriculum modules per grade in grades 3-12 ELA; and no fewer than five and no more than seven (5-7) modules in grades P-12 math. See Section 6 definitions for an explanation of modules components.
  - a. The contractor is expected to review existing modules and those in draft form of the four curriculum vendors and provide recommendations to the Department on the overall structure and format of the scaffolds within their modules. (Completed and/or drafted curriculum modules per grade and content area vary; see draft curricular maps for detailed information on the scope and sequence of curriculum module development at <http://engageny.org/resource/year-long-draft-curricular-maps-in-ela-and-mathematics/>). Note: these curricular maps may change slightly; however, this link is provided to give a sense of the scope and sequence. The documents provided by the contractor to the Department will identify strengths and weaknesses of each vendor based on the available material and make recommendations to create uniformity and coherence across the four vendors. Each document must be no more than ten (10) pages and no less the two (2) pages in length. The documents must include scaffolding and instructional techniques for ELLs that are based on current research-based studies. The research-based studies must be cited with a description of their statistically significant impact on teacher practices and ELL student outcomes and must have been conducted in the last five (5) years. In addition, the scaffolding and instructional techniques recommended must include an explanation for how the scaffolds described are aligned to the Common Core. The documents must also and at a minimum answer the following questions:
    - i. Are there additional scaffolding techniques that should be integrated into the vendor's curriculum materials? (E.g. Scaffolds provide visual and audio aids but generally do not include scaffolds and techniques to build academic language for ELLs).
    - ii. Are there any scaffolding techniques in the existing materials that are not research based and not appropriate to develop language and content for ELLs? (E.g. Some scaffolds include strategies to teach academic vocabulary, but do so without contextual supports, which research shows [include citations] is not an effective strategy to build academic vocabulary for ELLs).

- iii. Are there any scaffolding techniques that are not fully developed, or not sufficiently described in the curriculum materials? (E.g. some scaffolds and strategies suggest the use and support of home language or bilingual materials, but do not sufficiently demonstrate how teachers can integrate these practices into their lessons.)
- iv. Are there any examples of scaffolding techniques used in the curriculum materials that are very strong that should be highlighted or recommended for other vendors? (E.g. Vendor X has integrated word learning strategies and mini-lessons that build vocabulary that ELLs may struggle within the lesson, for example Unit \_\_, page \_\_).
- v. Are there any techniques or strategies that are not-ELLs specific, but will work well to scaffold instruction for ELLs that should be highlighted for teachers of ELLs? (E.g. Vendor X has included leveled questions in the lessons and units, for example Unit \_\_, page \_\_, that provide entry points to engage with the text for ELLS so that they can build towards answering questions that require high order thinking skills).
- vi. Are there sufficient examples of scaffolding techniques referenced in the curriculum materials? (E.g. The vendor has provided a few examples of how to use graphic organizers to scaffold instruction for ELLS, but in many places there are references to the use of graphic organizers in general without specific guidance to teachers on what types of graphic organizers are appropriate for the specific lesson and examples of such graphic organizers and how to properly use them with ELLs).
- vii. Does the vendor's placement and format of scaffolds sufficiently indicate to teachers how to employ the techniques? (E.g. References to scaffolds must be integrated into the main lesson rather than in separate appendices, curriculum or other formatting to indicate that they are part of the main lesson.)

These four (4) overall documents will be due within one month of the contract start.

- b. In addition to the four overall documents, the applicant will annotate each set of curricular materials with notes and recommendations on the quality of existing scaffolds and identify where additional scaffolds are needed in

each module. Annotations should answer, but not be limited to answering, the following guiding questions:

- i. Do the proposed ELL scaffolds target the language and content support that ELLs will need to access the grade level content?
- ii. Are there additional scaffolding techniques that should be integrated into the vendor's curriculum materials? (Note: any additional scaffolding suggested must meet acceptance criteria outlined in "Acceptance Criteria for Prototypes")
- iii. Are there any scaffolding techniques in the existing materials that are not research based and not appropriate to develop language and content for ELLs?
- iv. Are there any scaffolding techniques that are not fully developed, or not sufficiently described in the curriculum materials?
- v. Are there sufficient examples of scaffolding techniques referenced in the curriculum materials?
- vi. Are there any techniques or strategies generally employed in the curriculum materials that could be challenging for ELLs? If so, are there recommendations for changes to the general instructional strategies or additional scaffolds for ELLs in order to ensure they can access those general instructional approaches?
- vii. Are there any scaffolding techniques that are particularly strong in the curriculum materials that should be further used or employed by other vendors?
- viii. Is there language in the curriculum materials that is not essential to the lesson or not in the text that could prove challenging to ELLs (e.g. passive voice)? If so, are there recommendations for changes to language or additional scaffolds ELLs may need in order to understand the instructional materials?

Any new scaffolding strategies or techniques proposed in this deliverable must be based on current research-based studies. The research-based studies must be cited with a description of their statistically significant impact on teacher practices and ELL student outcomes and must have been conducted in the last five (5) years. In addition, the scaffolding and instructional techniques recommended must include an explanation for how the scaffolds described are aligned to the Common Core.

This deliverable in total will result in annotating five (5) components for P-2 ELA (specific information for each component may be found at [http://engageny.org/sites/default/files/resource/attachments/overview\\_of\\_the\\_core\\_knowledge\\_language\\_arts\\_program.pdf](http://engageny.org/sites/default/files/resource/attachments/overview_of_the_core_knowledge_language_arts_program.pdf)); six (6) curriculum modules per grade in grades 3-12 ELA; and no fewer than five and no



more than seven (5-7) modules in grades P-12 math as described in the Glossary, section six (6) of this RFP. For budgeting purposes, applicant should assume that five (5) components are required for P-2 ELA, 6 modules are required per grade for 3-12 ELA (60 in total), and 7 modules are required per grade for P-12 Math (98 in total).

**2. Create sample prototypes of effective lessons within curricular modules/materials (including formative assessments) for ELLs. .**

Prototypes are expected to consolidate the most effective parts of the curriculum materials produced by the four vendors and provide embedded scaffolding techniques that are research based and grade-appropriate. The prototypes are expected to guide the curriculum vendors' adjustment/development of new scaffolds. The length of each prototype will vary based on the content area and length and type of lesson.

Contractor will review an existing lesson chosen by NYSED which will contain the following four areas. Each prototype will explicitly describe scaffolding techniques for teachers of ELLs within each of the four areas:

1. Content and Pedagogy
2. Design and Format
3. Data Driven Instruction and Assessment
4. Embedded Professional Development

Each prototype must:

- Be aligned to the NYS P-12 Common Core Learning Standards. <http://engageny.org/resource/new-york-state-p-12-common-core-learning-standards>
- Be aligned to the NYS Common Core Shifts. See <http://engageny.org/resource/common-core-shifts>
- Be aligned to a specific set of curriculum materials developed by the relevant vendor for that grade band/content area. E.g., the prototype must demonstrate scaffolding techniques for a specific unit or lesson in a vendor's existing curriculum materials.
- Be aligned to research-based strategies that develop language and content learning for English Language Learners. The research-based strategies must be cited with a description of their statistically significant impact on teacher practices and ELL student outcomes and must have been conducted in the last five (5) years. In addition, the scaffolding and instructional techniques used must include an explanation for how the scaffolds described are aligned to the Common Core.
- Incorporate research-based strategies that draw on student's home language skills, build background knowledge, and develop language related to the grade level content and text.

If new or additional texts are proposed in the prototype (i.e. texts not included in vendor's original curriculum materials to, for example, build background knowledge), must employ three dimensions of text complexity in selecting any proposed additional text for prototype:



1. Use quantitative measures to assign a text to a grade band.
2. Use qualitative measures to locate a text within a specific grade band.
3. Use professional judgment to decide how suited a text is for a specific instructional purpose with a particular set of students  
<http://www.achievethecore.org/steal-these-tools/text-complexity> ;  
<http://www.achievethecore.org/steal-these-tools/text-complexity/quantitative-measures> ;  
<http://www.achievethecore.org/steal-these-tools/text-complexity/qualitative-measures> )

A total of 10 prototypes will be developed, as described in the table below, for the following grade bands in ELA: P-2, 3-5, 6-8 and 9-12, as well as the following grade bands in Math: P-5, 6-8 and 9-12. The applicant will consult with NYSED to select the specific grade in each band on which to focus.

3. **Conduct meetings with curriculum developers regarding ELL scaffolds.** At the direction of the Department, the applicant will develop agendas and materials to work with curriculum vendors to ensure high quality scaffolds for ELLs. Based on a review of the draft curriculum modules, the applicant will identify key areas and types of scaffolds for ELLs that are needed. The applicant will work with NYSED to conduct a total of three (3) in person meetings with curriculum vendors regarding ELL scaffolds. Meetings will be held in Albany or New York City, as determined by NYSED. For budgeting purposes assume each meeting will be one full day in duration. The applicant will participate in calls organized by NYSED once per month to provide oral guidance to their written feedback on curriculum and curriculum modules.
- **Review and provide feedback on professional development materials.** Each curriculum vendor will provide a professional development plan for including ELL scaffolds in their curriculum materials. The contractor will review the professional development plans for ELL scaffolds and provide to the Department a document identifying strengths and weaknesses of each vendor and make recommendations to create uniformity and coherence across the four vendors. The four documents (one for each vendor) must be no more than 10 pages and no less than 2 pages each and must at a minimum answer the following questions:
    - a. Does the vendor have a clear plan to train teachers on ELL scaffolds and strategies?
    - b. Does the vendor allocate sufficient time to train teachers on ELL scaffolds?
    - c. Does the vendor's scope and sequence integrate training on ELL scaffolds?
    - d. Does the vendor clearly articulate the types of ELL scaffold they intend to train teachers on?

- e. If specific scaffolding strategies are articulated in the vendor's scope and sequence, are they research based scaffolding strategies?
  - f. Is the vendor's approach to professional development on ELL scaffolds aligned with research and best practice for training teachers of ELLs?
  - g. Are there any specific scaffolds not mentioned that (based on their content and grade bands) should be included in the training?
  - h. Are there any specific scaffolds proposed by the vendor that are not appropriate?
  - i. Based on the professional development plan, is there a need for additional training or support for teachers on how to implement ELL scaffolds?
4. Attend **meetings with NYSED staff regarding development of scaffolds across curriculum**: The vendor will work with NYSED staff to coordinate the development of scaffolds for ELLs across all ELA and Math curriculum. A maximum of four in-person meetings with NYSED staff will be held in Albany or New York City, as determined by NYSED, and additional meetings will take place via conference call for the duration of the contract. For budgeting purposes assume the face-to-face meetings will each be one full day in duration.
5. **Facilitate meetings with NYS ESL and Bilingual teachers**. The applicant will conduct two full day meetings with 20-30 representative ESL and bilingual teachers, convened by NYSED in Albany or New York City. The applicant will be responsible for developing the agenda and providing materials. The purpose of the first meeting will be to work with the select teachers to gather input on draft curriculum that will inform the development of prototypes. The purpose of the second meeting will be to work with the same teachers to review draft prototypes and curriculum developed with their input.
6. **Create P-12 ELA and Math resource guides for teachers on ELL scaffolds**. The vendor will create a resource guide for ELA teachers and a resource guide for Math teachers, on how to provide high quality scaffolds for ELLs in their classrooms. The resource guide will incorporate the prototypes developed, examples from finalized curriculum modules, and will annotate such examples for teachers. The resource guides will identify key scaffolding techniques for ELLs based on research and best practice, and serve as a guide for ELA and Math content area teachers for how to effectively implement those techniques in their classrooms. All scaffolding and instructional techniques for ELLs included in the resource guides must be based on current research-based studies. The research-based studies must be cited with a description of their statistically significant impact on teacher practices and ELL student outcomes and must have been conducted in the last five (5) years. In addition, the scaffolding and instructional techniques recommended must include an explanation for how the scaffolds described are aligned to the Common Core. Both resource guides, provided in Microsoft Word format, will be approved by NYSED and posted on the NYSED website.

The applicant will work collaboratively with designated NYSED staff to:

- 1) Provide all written materials to NYSED in Microsoft Word format.
- 2) Ensure that the work is in alignment with the work plan included in the original proposal, and that the work plan is consistent with implementation timeline as described.
- 3) Communicate regularly with NYSED and partners on the progress of program development and implementation via various modes including but not limited to: e-mail correspondence and schedule meetings as described below.

### 1.2.2 Deliverable Review Process and Timeline

For all written deliverables, NYSED intends to adhere to the following process and vendor contractual work plans should incorporate this process for each deliverable:

1. Vendor submits deliverable to designated contact person(s) at NYSED by date determined by NYSED. Upon acceptance and approval, NYSED will be responsible for forwarding all materials to curriculum vendors.
2. NYSED will review deliverable and comment within ten (10) business days.
3. Vendor will revise the deliverable to reflect (where appropriate) NYSED comments no later than five (5) business days from receipt of NYSED comments.
4. NYSED will accept the deliverable within fifteen (15) business days of the final vendor submission. If for any reason NYSED fails to accept the deliverable, the process will recommence with Step Two (2), incorporating the reasons for revision by NYSED.

<i>Deliverable</i>	<i>Commencement</i>	<i>Milestone Dates</i>	<i>Completion Date</i>
1. (a) Overall document for each vendor, as described in Section 1.2.1			Within one month of contract start
1(b) Annotated curriculum materials, as described in Section 1.2.1.  NOTE: There are no fewer than 5 and no more than 7 modules per grade for P-12 Math. Milestone dates	May, 2013 Upon contract approval	<b>July 30, 2013</b> Complete review of: <ul style="list-style-type: none"> <li>• 2 components for P-2 in ELA (Listening and Learning Domain Units &amp; Supplementary Listening and Learning Resource Guide);</li> <li>• 3 modules for each grade 3-5 in ELA (9 modules);</li> <li>• 3 modules for</li> </ul>	November 30, 2013

<p>give the maximum number of Math modules. Applicant is expected to review all modules produced by the vendors.</p>		<p>each grade P-5 in Math (21 modules)</p> <p><b>September 30, 2013</b> Complete review of:</p> <ul style="list-style-type: none"> <li>• Remaining 3 components for P-2 in ELA (Core Knowledge Language Arts Skills units; Skills Strand Assessment &amp; Remediation Guide; and Core Knowledge Language Arts Program for Preschool);</li> <li>• Remaining 3 modules for each grade 3-5 in ELA (9 modules);</li> <li>• Up to 3 modules for P-5Math (up to 21 modules); and</li> <li>• 2 modules for each grade for 6-12 in ELA (14 modules).</li> </ul> <p><b>October 30, 2013</b> Complete review of:</p> <ul style="list-style-type: none"> <li>• Any remaining modules for Math P-5 (up to 7 modules);</li> <li>• 2 modules for each grade in grades 6-12 Math (14 modules); and</li> <li>• 2 modules for each grade in grades 6-12 ELA. (14 modules)</li> </ul> <p><b>November 30, 2013</b> Complete review of:</p>	
--	--	---	--

		<ul style="list-style-type: none"> <li>• Remaining 2 modules for each grade in grades 6-12 ELA (14 modules); and</li> <li>• Remaining modules for each grade in 6-12 Math. (at least 21 and up to 35 modules)</li> </ul>	
2. Sample Prototypes	June 15, 2013	<p>July 15, 2013 Complete one prototype for P-2 ELA, one for 3-5 ELA, one for P-5 Math. A total of 3 prototypes are due.</p> <p>September 15, 2013 Complete one prototype for P-2 ELA, one prototype for 3-5 ELA, one prototype for 6-8 ELA, and one prototype for 6-8 Math. A total of 4 prototypes are due.</p> <p>October 15, 2013 Complete one prototype for 9-12 ELA, one prototype for P-5 Math, and one prototype 9-12 Math. A total of 3 prototypes are due.</p>	October 15, 2013
3. Meetings with Curriculum Vendors	May 15, 2013; Upon contract approval	<p>Date TBD in May, one meeting with curriculum vendors. June 2013, date TBD, one meeting with curriculum vendors.</p> <p>August 2013, date TBD, one meeting with curriculum vendors.</p>	August 2013

4. Review and provide feedback on professional development plan.	May 15, 2013; Upon contract approval	June 15, 2013 Initial draft of document with feedback for each of the four (4) vendors shared with NYSED.	June 30, 2013
5. Meetings with NYSED re Curriculum Development and ELL Scaffolds	May 2013	Initial meeting with NYSED in May 2013	
6. Meetings with NYS Teachers re ELL Scaffolds	May 15, 2013: Upon contract approval	June 2013, date TBD, meeting with NYS ESL and Bilingual teachers to discuss ELL scaffolds in draft curriculum.  September 2013, date TBD, meeting with NYS ESL and Bilingual teachers to review prototypes and provide feedback.	September 2013
7. P-12 ELA and Math resource guides for teachers on ELL scaffolds	October 30, 2013	December 30, 2013 Draft of ELA Resource Guide  February 15, 2014 Draft of Math Resource Guide April 1, 2014 Resource Guides for both ELA and Math Complete  April 15, 2014 Resource Guides for ELA and Math are formatted and published	May 1, 2014

Payment Schedule

Payments will be made upon the completion and NYSED acceptance of each deliverable unit and in accordance with the per unit deliverable costs included in the bid form cost proposal.

### **1.3 Subcontracting Limit**

Subcontracting will be limited to thirty percent (**30%**) of the 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.

### **1.4 Contract Period**

NYSED will award one (1) contract with a term of approximately 12 months to begin in May 2013 and ending May 14, 2014

At the end of any contract term otherwise provided for herein, if a replacement contract has not yet been approved in accordance with State law, any contract awarded hereunder may be extended unilaterally by the State, upon notice to the contractor, at the same terms and conditions, including all contract pricing, for a period of one month. Additionally, this extension may be for a period of up to three months with the concurrence of the contractor. However, any extension will terminate immediately upon approval of the replacement contract, except where a period for transition of contractors has been previously provided for.

### **1.5 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 [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm).

## **1.6 M/WBE and Equal Employment Opportunities Requirements**

### **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 on 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.

---

<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.

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 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:

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

---

<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.

- 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.
- 2) Whether there has been written notification to appropriate certified M/WBEs that appear in the Empire State Development website, found at: <http://www.nylovesmwbe.ny.gov>.

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.**

## 2 PROPOSAL FORMAT, CONTENTS AND SUBMISSION

### 2.1 Submission of Documents

The submission must include paper documents plus one electronic version (Microsoft Office format saved on a CD) of the technical, cost, and M/WBE proposals. Please place the CD-ROM in a separate envelope.

Mailed or hand delivered to:

NYS Education Department  
Bureau of Fiscal Management  
Contract Administration Unit  
Attn: Lynn Caruso, RFP #SA-09  
89 Washington Avenue, Room 505W EB  
Albany, NY 12234

Project Submission:

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

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

The complete proposal must be received by January 21, 2013 **by 3:00 PM** at NYSED in Albany, New York. All proposals should be delivered via a method that requires a signature from NYSED upon receipt. **Faxed submissions are unacceptable and will be rejected.**

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(s) 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 be specifically so identified within the proposal, and the basis for such confidentiality must be specifically set forth in the proposal cover letter.

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

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

## **2.3 Project Submission:**

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

### **2.3.1 Cover Letter (include this letter within the technical proposal envelope)**

The applicant must submit a signed Cover Letter on official business letterhead. The Cover Letter must include the following:

- The signature of an official authorized to bind the applicant to all provisions of the RFP.
- A statement that, if awarded the contract, the applicant will comply with all the requirements set forth in the RFP.
- Any claims of confidential and proprietary information should also be identified and addressed in this cover letter. NYSED may protect confidential and proprietary information from disclosure to the extent permitted by the Freedom of Information Law ("FOIL"), Article 6 of the Public Officers Law. If an applicant believes information included in its proposal is confidential and proprietary, the applicant should identify those page(s) of its proposal which contain such information as "confidential and proprietary". Labeling all pages as "confidential" or "proprietary" is unacceptable and may not serve to preserve the claim of confidentiality. All applicants shall explain the material and substantive reason(s) why this information should be considered exempt from public disclosure under FOIL. NYSED reserves the right to only consider those FOIL exemption requests that meet the requirements of FOIL. The State will only consider those items confidential and proprietary which it agrees are confidential and proprietary based on the proof provided by the applicant and responses to the State's questions regarding any such claims.
- The following information regarding the applicant's official representative for its proposal:
  - Name of applicant's official representative
  - Title
  - Name of company
  - Address
  - Telephone number
  - FAX number
  - E-mail address
- The legal names of all Subcontractors involved in the consultant's response.

### 2.3.2 Submission of Technical Proposal

The original plus four (4) paper copies and an electronic copy (in MS Office format) on CD of the completed Technical Proposal must be mailed in a separate envelope labeled **RFP #SA-09 Technical Proposal - Do Not Open** and must include the following:

*Cover letter described above*

*Table of Contents*

The Table of Contents should identify each major section of the bidder's proposal, along with its initial-page number. Any offered attachments or addendums shall be cited here.

*Executive Summary*

Provide a brief and concise description of the proposed approach and work effort.

*Technical Approach*

This portion of the bid response should be organized with tabs clearly labeling each section as detailed below and must include the following:

Order	Submission
1	Technical Proposal Section I: Project Description Narrative (includes a work plan)
2	Technical Proposal Section II: Organizational Capacity
3	Technical Proposal Section III: Demonstrated Effectiveness

### 2.3.3 Submission of Cost Proposal

The original plus two (2) copies of the completed Cost Proposal must be mailed in a separate envelope labeled **RFP #SA-09 Cost Proposal - Do Not Open**, and must include the following:

- Bid Form Cost Proposal (Section 5.11)
- Completed electronic version (on CD in MS Excel format) of Bid Form Cost Proposal
- Subcontracting Form (Section 5.12)
- M/WBE Subcontracting/Supplier Form (Section 5.13)

Costs must be submitted using whole dollar numbers.

The financial portion of the RFP will be scored based on the grand total of all deliverable costs.

### 2.3.4 MWBE Documents

The original plus two (2) copies of the completed M/WBE Documents must be mailed in a separate envelope labeled **RFP #SA-09-M/WBE Documents-Do Not Open**. Please return the documents listed for the compliance method bidder has achieved:

#### **Full Participation-No Request for Waiver**

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

**Signatures Required**

#### **Partial Participation-Partial Request for Waiver**

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

**Signatures Required**

**No Participation-Request for Complete Waiver**

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

**Signatures Required**

### **3 EVALUATION CRITERIA AND METHOD OF AWARD**

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

#### **3.1 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 are included as required.

A proposal will first be reviewed by NYSED staff to ensure that the proposal is complete, and that all of the mandatory requirements have been addressed.

An evaluation committee will complete a review of the Technical Proposals for all responsive proposals submitted. The committee will review each Technical 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 60 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, the 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.

#### **3.2 Technical Criteria/Proposal**

#### **70 Points**

The Technical Proposal should be organized with tabs clearly labeling each section as detailed below and must include the following:

1. Technical Proposal Section I: Project Description Narrative (8 points)

The project description narrative and supporting materials will be reviewed to determine the overall consistency of the proposal to the stated purpose and outcomes of this RFP. The bidder’s ability to complete the required end products and design and facilitate the relevant meetings within the given performance metrics timeline will be taken into consideration. NYSED is expecting that the project description narrative should be no more than approximately 30 pages double-spaced (12 point font).

The project description narrative should include a work plan. The work plan must be clear, detailed, rational, concise and comprehensive. In the work plan, the applicant must ensure the production of applicable products specified in Section 1 of this RFP, broken out into quality work time periods. The workplan must include a detailed timeline indicating an understanding of the deliverables and the timeframes for their delivery. Because the Common Core represents a new national approach to conceptualizing education for all students, including ELLs, this work will require innovation from the applicant.

2. Technical Proposal Section II: Organizational Capacity (42 points)



- a. Describe the organization and its capacity to support this kind of innovative work (4 points). This description should provide a clear understanding of how the applicant will work with NYSED and our vendors to ensure that innovative and high quality research based scaffolds for ELLs are included in our P-12 ELA & Literacy and Math Curriculum.
- b. Staffing Plan (7 points). Provide a staff resource plan, including the names, resumes and qualifications of key staff required to ensure the successful execution of the requirements of this RFP. The proposal must detail the years of experience of key staff in developing research-based scaffolds and/or curricular materials for ELLs. Note: Key staff members cannot be replaced without approval of NYSED, upon justification for the change, and must be replaced by staff with comparable experience and expertise, and at a cost equal to or less than the key staff persons identified in the applicant's proposal.
- c. Expertise in Creating Scaffolds and/or Curricular materials for ELLs (10 points). The proposal must include information demonstrating the applicant's experience in developing scaffolds and/or curricular materials in ELA and/or Math for ELLs. The proposal must also include evidence of effective scaffolding and instructional techniques for ELLs, based on current research-based studies. Research-based studies must be cited with a description of their statistically significant impact on teacher practices and ELL student outcomes. Current research-based studies shall mean conducted in the last five (5) years.
- d. Expertise with the Common Core (10 points). The proposal must include information demonstrating the applicant's understanding and experience with the Common Core. The proposal must include a description of at least three applicant lead projects related to Common Core scaffolds and instruction for ELLs; at least one of which must be with a state education agency or school district.
- e. Expertise with ELL Scaffolding Trainings (8 points). The proposal must include information demonstrating the applicant's experience with providing trainings to curriculum developers, administrators and teachers regarding ELL scaffolding techniques. The proposal must include a current example of such training, including materials presented. Current shall mean trainings conducted within the last two (2) years.
- f. Previous Related Work (3 points). The applicant must provide a list of previous clients including the scope of work completed. In addition to the details of service provided, entities and student populations affected, 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.

### 3. Technical Proposal Section III: Demonstrated Effectiveness (20 points)

The third section of the technical proposal, "Demonstrated Effectiveness", elicits a series of work products that NYSED will use to assess the vendor's effectiveness in the areas of ELL scaffold development specific to Common Core instruction and materials. The work products required for this proposal section are as follows:

- a. An analysis of the Grade 6 ELA Common Core exemplar "Common Core Exemplar for Middle School ELA: Narrative of the Life of Frederick Douglass," available here: <http://engageny.org/resource/common-core-exemplar-for-middle-school-ela-narrative-of-the-life-of-frederick-douglass> . The analysis must identify areas where additional scaffolds and supports are needed for ELLs of all proficiency levels, the types of scaffolds that would

support ELLs in accessing this exemplar, and a description of how the applicant would go about developing these additional scaffolds and supports. (7 points)

- b. Examples of ELL scaffolds created to support Common Core instruction. The examples must be aligned to the Common Core ELA or Math standards and provide supports for ELLs at all proficiency levels. The examples must also be accompanied by supportive training materials. (7 points)
- c. A one or two page description of types of scaffolds that support ELLs, including research-based citations, and an explanation for how the scaffolds described are aligned to the Common Core. (6 points)

### **3.3 Financial Criteria**

### **30 Points**

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

The submitted cost information will be awarded points, pursuant to a formula which awards the highest score of 30 points to the proposal that reflects the lowest overall cost. The remaining proposals will be awarded points based on a calculation that computes the relative difference of each proposal against the lowest cost 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.**

### **3.4 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 proposal 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 case of a tie score, the bidder among the tied group with the lowest cost will be ranked higher.

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

NYSED reserves the right to: (1) reject any or all proposals received in response to the RFP; (2) withdraw the RFP at any time, at the agency's sole discretion; (3) make an award under the RFP, in whole or in part; (4) disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP; (5) seek clarifications of proposals; (6) use proposal information obtained through site visits, management interviews and the State's investigation of a bidder's qualifications, experience, ability, or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP; (7) prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information as it becomes available; (8) prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments; (9) change any of the scheduled dates; (10) waive any requirements that are not material; (11) negotiate with the successful bidder within the scope of the RFP in the best interests of the State; (12) conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with

the selected bidder; (13) utilize any and all ideas submitted in the proposals received; (14) unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 90 days from the bid opening; (15) require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an bidder's proposal and/or to determine a bidder's compliance with the requirements of the solicitation; (16) to request best and final offers.

### **3.6 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.

### **3.7 Debriefing Procedures**

All unsuccessful applicants may request a debriefing within five (5) business days of receiving a notice of non-award from NYSED. Applicants may request a debriefing letter on the selection process regarding this RFP by submitting a written request to the Fiscal Contact person at:

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

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

### **3.8 Contract Award Protest Procedures**

Applicants 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, or ten (10) business days of receipt of the notice of non-award, whichever is later. The protest letter must be filed with:

NYS Education Department  
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 bidder with written

notification of the review team's decision within seven (7) business days of receipt of the protest. The original protest and decision will be filed with the OSC when the contract procurement record is submitted for approval and the CAU will advise the OSC that a protest was filed.

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

### 3.9 Vendor Responsibility

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

[http://www.osc.state.ny.us/vendrep/resources\\_docreq\\_agency.htm](http://www.osc.state.ny.us/vendrep/resources_docreq_agency.htm).

NYSED recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at [http://www.osc.state.ny.us/vendrep/vendor\\_index.htm](http://www.osc.state.ny.us/vendrep/vendor_index.htm) or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us).

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact NYSED or the Office of the State Comptroller's Help Desk for a copy of the paper form.

#### **Subcontractors:**

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

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

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

### 3.10 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 – **Vicki Jones**  
Contract Administration Unit – **Lynn Caruso**  
M/WBE – **Joan Ramsey**

### 3.11 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>.

### 3.12 Public Officer's Law Section 73

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

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

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

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

(ii) officers and employees of statewide elected officials;

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

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

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

### 3.13 Payee Information Form/NYSED Substitute W-9 Form

#### NYSED Substitute Form W-9

Any payee/vendor/organization receiving Federal and/or State payments from NYSED must complete the NYSED Substitute Form W-9 if they are not yet registered in the Statewide Financial System centralized vendor file. This form can be found at Section 5.8.

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

## 4 ASSURANCES AND ADMINISTRATIVE SPECIFICATIONS

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

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

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

M/WBE Documents – **(the forms below are included in 5.) Submission Documents)**  
Please return the documents listed for the compliance method bidder has achieved:

#### **Full Participation-No Request for Waiver**

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

#### **Signatures Required**

**Partial Participation-Partial Request for Waiver**

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

**Signature Required**

**No Participation-Request for Complete Waiver**

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

**Signature Required**



## 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.

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.

## 4.1 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.

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

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

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified

above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

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

covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

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

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

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

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination

because of race, creed, color, national origin, sex, age, disability or marital status.

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

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

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

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

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

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

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.**

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

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

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.**

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

**20. OMNIBUS PROCUREMENT ACT OF 1992.**

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

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

NYS Department of Economic Development  
Division for Small Business  
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 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. (December 2011)



## 4.2 APPENDIX A-1

### Payment and Reporting

- A. In the event that Contractor shall receive, from any source whatsoever, sums the payment of which is in consideration for the same costs and services provided to the State, the monetary obligation of the State hereunder shall be reduced by an equivalent amount provided, however, that nothing contained herein shall require such reimbursement where additional similar services are provided and no duplicative payments are received.
- B. Variations in each budget category not exceeding ten percent (10%) of such category may be approved by the Commissioner of Education. Any such variations shall be reflected in the final expenditure report and filed in the Office of the State Comptroller. Variations in each budget category which do exceed ten percent (10%) of such category must be submitted to the Office of the State Comptroller for approval.
- C. For each individual for whom costs are claimed under this agreement, the contractor warrants that the individual has been classified as an employee or as an independent contractor in accordance with 2 NYCRR 315 and all applicable laws including, but not limited to, the Internal Revenue Code, the New York Retirement and Social Security Law, the New York Education Law, the New York Labor Law, and the New York Tax Law. Furthermore, the contractor warrants that all project funds allocated to the proposed budget for Employee Benefits, represent costs for employees of the contractor only and that such funds will not be expended on any individual classified as an independent contractor.

### Terminations

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

### Property

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

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

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

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

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

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

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

#### Safeguards for Services and Confidentiality

- A. Any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department. The material prepared under the terms of this agreement by the Contractor shall be prepared by the Contractor in a form so that it will be ready for copyright in the name of the New York State Education Department. Should the Contractor use the services of consultants or other organizations or individuals who are not regular employees of the Contractor, the Contractor and such organization or individual shall, prior to the performance of any work pursuant to this agreement, enter into a written agreement, duly executed, which shall set forth the services to be provided by such organization or individual and the consideration therefor. Such agreement shall provide that any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department and that such work shall be prepared in a form ready for copyright by the New York State Education Department. A copy of such agreement shall be provided to the State.
- B. 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.
- C. This agreement cannot be modified, amended, or otherwise changed except by a writing signed by all parties to this contract.
- D. 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.
- E. Expenses for travel, lodging, and subsistence shall be reimbursed at the per diem rate in effect at the time for New York State Management/Confidential employees.
- F. No fees shall be charged by the Contractor for training provided under this agreement.

- G. Nothing herein shall require the State to adopt the curriculum developed pursuant to the agreement.
- H. 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 herein.
- I. The parties to this agreement intend the foregoing writing to be the final, complete, and exclusive expression of all the terms of their agreement.

#### Certifications

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

#### Notices

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

#### Miscellaneous

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

The initial planned employment report must be submitted at the time of approval of this Agreement. The annual employment report on Form B 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, 2008. 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.

### 4.3 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 30th. 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, or 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.

## 5 SUBMISSION DOCUMENTS

**RESPONSE TO  
REQUEST FOR PROPOSAL #SA-09  
NEW YORK STATE EDUCATION DEPARTMENT**

**Title: Scaffolding for English Language Learners in New York State’s P-12 ELA and Math Curriculum**

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 to ensure the documents are received by the due date that is stated on the cover of the RFP:

Submit each of the following documents in separately sealed envelope:

	Number of copies
Submission Documents labeled <b>Submission Documents - RFP #SA-09 Do Not Open</b>	Two copies (one signed original)
Technical Proposal labeled <b>Technical Proposal - RFP #SA-09 Do Not Open</b>	Six copies
Cost Proposal labeled <b>Cost Proposal – RFP #SA-09 Do Not Open</b>	Three copies (one signed original)
M/WBE Documents labeled <b>M/WBE Documents—RFP #SA-09 Do Not Open</b>	Three copies (one signed original)
CD-ROM containing technical/ cost proposal, M/WBE and Submission Documents labeled <b>CD-ROM– RFP #SA-09 Do Not Open</b>	One copy

To:

**NYS Education Department  
Bureau of Fiscal Management  
Contract Administration Unit  
Attn: Lynn Caruso RFP#SA-09  
89 Washington Avenue, Room 505W EB  
Albany, NY 12234**

**5.1 Application Checklist RFP# SA-09**

All bidders must complete the checklist presented below and submit the following forms and required Narrative Information in the order listed in the checklist.

**1. SUBMISSION DOCUMENTS PACKAGE (SIGNATURES REQUIRED)**

- This checklist**
- Response Sheet to Bids                       Non-collusion Certification
- MacBride Certification                       Certification-Omnibus Procurement Act of 1992
- Certifications Regarding Lobbying; Debarment and Suspension; and Drug-Free Workplace Requirements
- Offerer Disclosure of Prior Non-Responsibility Determinations       Iran Divestment Act Certification
- NYSED Substitute Form W-9 (If bidder is not yet registered in the SFS centralized vendor file. If registered, insert NYS Vendor ID in "Response Sheet for Bids" Check  if not applicable)
- Mandatory Requirements Certification Form (Section 5.10)
- Vendor Responsibility Questionnaire ( Paper submission  Electronic filing  Not applicable)

**2. TECHNICAL PROPOSAL PACKAGE**

The Program Work Plan/Narrative includes the following technical approach sections:

- Project Description Narrative                       Organizational Capacity and Experience, Resumes
- Demonstrated Effectiveness

**3. COST PROPOSAL PACKAGE (SIGNATURE REQUIRED)**

- Bid Form Cost Proposal (Section 5.11)
- Subcontracting Form(Section 5.12)  M/WBE Subcontracting/Supplier Form (Section 5.12)

**4. M/WBE DOCUMENTS PACKAGE (SIGNATURES REQUIRED)**

- Full Participation                       Request Partial Waiver       Request Total Waiver

Type of Form	Forms Required		
	Full Participation	Request Partial Waiver	Request Total Waiver
M/WBE Cover Letter	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>M/WBE 100</b> Utilization Plan	<input type="checkbox"/>	<input type="checkbox"/>	N/A
<b>M/WBE 102</b> Notice of Intent to Participate	<input type="checkbox"/>	<input type="checkbox"/>	N/A
<b>EEO 100</b> Staffing Plan and Instructions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>M/WBE 105</b> Contractor's Good Faith Efforts	N/A	<input type="checkbox"/>	<input type="checkbox"/>
<b>M/WBE 101</b> Request for Waiver Form and Instructions	N/A	<input type="checkbox"/>	<input type="checkbox"/>

**5.  CD ROM**

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

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

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

Name of Bidder: \_\_\_\_\_

**5.2 Response Sheet for Bids**

Please complete the bidder section on this sheet even if you choose not to bid. 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 #SA-09  
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 even if you are choosing not to bid; 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).

<b><u>Name of Company Bidding</u></b>	<b><u>Employer's Federal Tax ID Number</u></b>
	<b><u>NYS Vendor ID</u></b>

<b>Address</b>	<i>Street</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>
----------------	---------------	-------------	--------------	-----------------

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: \_\_\_\_\_

I am not submitting a bid. (Please complete and submit this sheet only; in addition, please indicate why you have chosen not to bid.) \_\_\_\_\_

<b>Bidder's Signature</b>	<i>Date</i>	<i>E-mail</i>
	<i>Phone</i>	<i>Fax</i>

**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.

### 5.3 NON-COLLUSIVE BIDDING 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 hereby affirms, under penalty of perjury:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FORGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:**

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ as the act and deed of said corporation or partnership.

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

**Identifying Data**

Name of Potential Contractor \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, zip code: \_\_\_\_\_

Telephone: \_\_\_\_\_

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

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

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

Joint or combined bids by companies or firms must be certified on behalf of each participant.

\_\_\_\_\_  
Legal name of person, firm or corporation

\_\_\_\_\_  
Legal name of person, firm or corporation

By: \_\_\_\_\_

Name

\_\_\_\_\_

Name

\_\_\_\_\_

Title

\_\_\_\_\_

Title

Street Address

\_\_\_\_\_

\_\_\_\_\_

City, State, Zip Code

\_\_\_\_\_

\_\_\_\_\_

**IF BIDDER(S) ARE A PARTNERSHIP, COMPLETE THE FOLLOWING:**

**NAMES OF PARTNERS OR PRINCIPALS**

**LEGAL RESIDENCE**

---

---

---

---

---

---

---

---

**IF BIDDER(S) ARE A CORPORATION, COMPLETE THE FOLLOWING:**

**NAME**

**LEGAL RESIDENCE**

\_\_\_\_\_  
President:

---

\_\_\_\_\_  
Secretary:

---

\_\_\_\_\_  
Treasurer:

---

\_\_\_\_\_  
President:

---

\_\_\_\_\_  
Secretary:

---

\_\_\_\_\_  
Treasurer:

---

**5.4 MacBride Certification**

NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:  
MacBRIDE FAIR EMPLOYMENT PRINCIPLES

In accordance with section 165 of the State Finance Law, 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)

1. Has business operations in Northern Ireland:  
 Yes  No

If yes:

2. 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: \_\_\_\_\_

**5.5 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.

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

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

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

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

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

## 5.6 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 judgement 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

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)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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-

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

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.

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



Instructions: The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the State Education Department.

### 5.7 Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Name and Title of Person Submitting this Form: \_\_\_\_\_

\_\_\_\_\_

Contract RFP Number: \_\_\_\_\_

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

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):

No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

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

Date of Finding of Non-responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(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: \_\_\_\_\_



**NEW YORK STATE EDUCATION DEPARTMENT**

**5.8 NYSED SUBSTITUTE FORM W-9:**

Number, Street, and Apartment or Suite Number	Number, Street, and Apartment or Suite Number
City, State, and Nine Digit Zip Code or Country	City, State, and Nine Digit Zip Code or Country

**Part IV: Certification of CEO or Properly Authorized Individual**

State Government  Public Authority  Local Government  School District  Fire District  Other \_\_\_\_\_

NYS

Under penalties of perjury, I certify that I am the CEO or properly authorized individual and that the number shown on this form is my correct Taxpayer Identification Number (TIN).		
<b>Sign Here:</b>		
_____	_____	
Signature	Date	
_____	_____	_____
Print Name	Phone Number	Email Address
<b>Part V: Contact Information – Individual Authorized to Represent the Payee/Vendor/Organization</b>		
Contact Person: _____	Title: _____	
(Print Name)		
Contact's Email Address: _____	Phone Number: ( ) _____	
<b>Part VI: Survey of Future Payment Methods</b>		
Please indicate all methods of payment acceptable to your organization:		
[ ] Electronic	[ ] Check	[ ] VISA

**Education Department  
Instructions for Completing NYSED Substitute W-9**

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

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

**Part I: Payee/Vendor/Organization Information**

1. **Legal Business Name:** For individuals, enter the name of the person who will do business with NYS as it appears on the Social Security card or other required Federal tax documents. An organization should enter the name shown on its charter or other legal documents that created the organization. Do not abbreviate names.
2. **DBA (Doing Business As):** Enter your DBA name, if applicable.
3. **Entity Type:** Mark the Entity Type doing business with New York State.

**Part II: Taxpayer Identification Number (TIN) and Taxpayer Identification Type**

1. **Taxpayer Identification Number:** Enter your nine-digit Social Security Number, Individual Taxpayer Identification Number

(ITIN)<sup>4</sup> or Employer Identification Number.

2. **Taxpayer Identification Type:** Mark the type of identification number provided.

**Part III: Address**

1. Physical Address: List the location of where your business is physically located.
2. Remittance Address: List the location where payments should be delivered.

**Part IV: Certification of CEO or Properly Authorized Individual**

Please sign, date and print the authorized individual's name, telephone and email address. An email address will facilitate communication and access to Vendor Self Service.

**Part V: Contact Information**

Please provide the contact information for an individual who is authorized to make legal and financial decisions for your organization. An email address will facilitate communication and access to Vendor Self Service.

**Part VI: Survey of Future Payment Methods**

Payment methods are needed for informational purposes. To expedite payments, vendors are strongly encouraged to consider accepting payment via VISA credit card.

---

<sup>4</sup> An ITIN is a nine-digit number used by the United States Internal Revenue Service for individuals not eligible to obtain a Social Security Number, but are required to file income taxes. To obtain an ITIN, submit a completed W-7 to the IRS. The IRS will notify you in writing within 4 to 6 weeks about your ITIN status. In order to do business with New York State, **you must submit IRS Form W-8** along with our NYSED Substitute Form W-9 showing your ITIN. IRS Form W-8 certifies your foreign status. To obtain IRS Forms W-7 and W-8, call 1-800-829-3676 or visit the IRS website at [www.irs.gov](http://www.irs.gov).

## 5.9 IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the New York State Education Department (AGENCY) receive information that a person is in violation of the above-referenced certification, AGENCY will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then AGENCY shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

AGENCY reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

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

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

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

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

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

## 5.10 MANDATORY REQUIREMENTS CERTIFICATION

### New York State Education Department

Scaffolding for English Language Learners (ELL) in NYS's P-12 ELA and Math Curriculum

**By signing this form, the undersigned agrees it can provide and/or meet all of the requirements listed below:**

#### *Mandatory Bid Requirements*

1. 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 thirty percent (30%) of the contract budget. 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.
2. The applicant must include with the submission of the technical proposal, 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. NYSED staff cannot be used as references.
3. The applicant must provide resume(s) that show that key staff have developed scaffolding and techniques that have been proven to have a statistically significant impact on ELLs, which must be substantiated by research conducted within the last 5 years. Resumes must explicitly include references to the research.
4. All applicants must sign and return the Mandatory Requirements Certification located in Section 5.10 of this RFP. By signing the Mandatory Requirements Certification, the applicant certifies that they agree to provide and/or meet all of the Mandatory Requirements listed. Proposals that do not include the signed Mandatory Requirements Certification will be disqualified and removed from further consideration.

#### *Mandatory Contract Requirements*

1. In order to use the benefits of this funded program for future educational purposes, NYSED shall own all materials developed or created during provision of contract services by the contractor, including but not limited to: methodologies, measures, software, code, documentation, white papers, implementation guidance, training materials, evaluation forms, data compilations, and reports developed pursuant to the agreements resulting from this RFP. Materials developed for NYSED must not be dependent upon the acquisition of a license to any third-party-owned software or materials unless the vendor secures a perpetual, non-exclusive royalty-free license for: (a) NYSED, local school district or BOCES personnel, and/or contracted personnel by such parties, to use, distribute materials for the purpose of conducting district evaluations; and (b) NYSED to use, or sublicense to contractor to use, for purpose of creation of derivatives of the deliverables (but not the licensed software or materials) for NYSED educational purposes. Materials prepared under this contract shall be in a form that will be ready for copyright in the name of NYSED. 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. 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.
3. All vendors must adhere to NYSED's security protocols regarding the transmission of secure materials via encrypted files and the secure shipment of all materials using a carrier that has ground tracking capability. Electronic transfer via e-mail, Internet, or facsimile (FAX) of any vendor generated products is not permitted unless authorized by NYSED to do so on a case-by-case basis.
4. All materials are to be held strictly confidential and must not be copied, duplicated, or disseminated in any manner or discussed with anyone other than persons authorized by NYSED.
5. 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.
6. The vendor agrees to cooperate with, and when there is a difference of opinion, defer to NYSED, on the continual review and refinement of applicant products to ensure that all materials are uniform and coherent across all four vendors.
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>.



Proposals that do not include the signed Mandatory Requirements Certification or fail to comply with all Mandatory Requirements will be disqualified and removed from further consideration.

Vendor Signature \_\_\_\_\_ Date \_\_\_\_\_  
 Printed Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Company Name \_\_\_\_\_  
 Company Address \_\_\_\_\_

**5.11 Bid Form Cost Proposal for Services**

**NYSED Bid Cost Proposal:** Scaffolding for English Language Learners (ELL) in NYS’s P-12 ELA and Math Curriculum

<p><b><i>Please include the following components for each deliverable unit to determine the Total Unit Cost then multiply the Total Unit Cost by the number of units per deliverable to calculate the Total Cost of each deliverable:</i></b></p> <ul style="list-style-type: none"> <li>• Total Staff Cost, including Fringe benefits</li> <li>• Total Purchased Services (non-employee consultants, subcontractors)</li> <li>• Total Non-Personal Services (supplies and materials, employee travel, etc.)</li> <li>• Other Costs (indirect costs, overhead, etc.)</li> </ul> <p>Whole dollar figures only, please.</p>	<p><b>Note:</b></p> <ul style="list-style-type: none"> <li>• 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.</li> <li>• The Financial Criteria portion of the RFP will be scored based upon the grand total of the budget application.</li> </ul>
---	--

Instructions: Refer to Section 1.1.5 for products that must be submitted for your bid.

Deliverable	Brief Desc. <sup>12</sup>	Staff Cost, including Fringe benefits	Purchased Services	Non-Personal Services	Other Costs	Total Unit Cost per Deliverable	Total Cost
-------------	---------------------------	---------------------------------------	--------------------	-----------------------	-------------	---------------------------------	------------

<b>Deliverable</b>	<b>Brief Desc.<sup>12</sup></b>	<b>Staff Cost, including Fringe benefits</b>	<b>Purchased Services</b>	<b>Non-Personal Services</b>	<b>Other Costs</b>	<b>Total Unit Cost per Deliverable</b>	<b>Total Cost</b>
1.2.1 (1a)	<b>Overall review document per curriculum vendor (provide cost per document then multiply 4 times for Total Cost Column)</b>						
1.2.1 (1b1)	<b>Annotated review of first component of P-2 ELA curriculum (Listening and Learning Domain Units) (provide cost per component then multiply by 1 for Total Cost Column)</b>						
1.2.1 (1b2)	<b>Annotated review of second component of P-2 ELA curriculum (Supplementary Listening and Learning Resource Guide) (provide cost per component then multiply by 1 for Total Cost Column)</b>						
1.2.1 (1b3)	<b>Annotated review of third component of P-2 ELA curriculum (Core Knowledge Language Arts Skills Units) (provide cost per component then multiply by 1 for Total Cost Column)</b>						

<b>Deliverable</b>	<b>Brief Desc.<sup>12</sup></b>	<b>Staff Cost, including Fringe benefits</b>	<b>Purchased Services</b>	<b>Non-Personal Services</b>	<b>Other Costs</b>	<b>Total Unit Cost per Deliverable</b>	<b>Total Cost</b>
1.2.1 (1b4)	<b>Annotated review of fourth component of P-2 ELA curriculum (Skills Strand Assessment &amp; Remediation Guide) (provide cost per component then multiply by 1 for Total Cost Column)</b>						
1.2.1 (1b5)	<b>Annotated review of fifth component of P-2 ELA curriculum (Core Knowledge Language Arts Program for Preschool) (provide cost per component then multiply by 1 for Total Cost Column)</b>						
1.2.1 (1b6)	<b>Annotated review of 6 modules per grade for grades 3-12 ELA curriculum (provide unit cost per module then multiply by 60 units for Total Cost Column)</b>						

<b>Deliverable</b>	<b>Brief Desc.<sup>12</sup></b>	<b>Staff Cost, including Fringe benefits</b>	<b>Purchased Services</b>	<b>Non-Personal Services</b>	<b>Other Costs</b>	<b>Total Unit Cost per Deliverable</b>	<b>Total Cost</b>
1.2.1 (1b7)	<b>Annotated review of 7 modules per grade for grades P-12 Mathematics curriculum (provide unit cost per module then multiply by 98 units for Total Cost Column)</b>						
1.2.1 (2)	<b>Prototypes of effective curricular materials and formative assessments for ELLs(provide unit cost per document then multiply by 10 units for Total Cost Column)</b>						
1.2.1 (3)	<b>Meetings with curriculum developers(provide unit cost per meeting then multiply by 3 units for Total Cost Column)</b>						
1.2.1 (4)	<b>Review and provide feedback to each curriculum vendor on professional development materials (provide unit cost per document then multiply by 4 for Total Cost Column).</b>						

<b>Deliverable</b>	<b>Brief Desc.<sup>12</sup></b>	<b>Staff Cost, including Fringe benefits</b>	<b>Purchased Services</b>	<b>Non-Personal Services</b>	<b>Other Costs</b>	<b>Total Unit Cost per Deliverable</b>	<b>Total Cost</b>
1.2.1 (5)	<b>Meetings with NYSED staff(provide unit cost per meeting then multiply by 4 for Total Cost Column)_</b>						
1.2.1 (6)	<b>Meetings with NYS ESL and Bilingual teachers(provide unit cost per meeting then multiply by 2 for Total Cost Column)_</b>						
1.2.1 (7a)	<b>ELA Resource Guide for Teachers(provide the cost for the ELA resource Guide then multiply by 1 for Total Cost Column)</b>						
1.2.1 (7b)	<b>Mathematics Resource Guide for Teachers(provide the cost for the Math resource Guide then multiply by 1 for Total Cost Column)</b>						
	<b>TOTAL OF ALL DELIVERABLES (sum each column for grand total)</b>						

<sup>1</sup> For full description, see Section 1.2.1.

**Vendor Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Printed Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_

**Company Name:**

**Company Address:**

---

---

**5.12 Subcontracting Form**

New York State Education Department  
(whole dollar figures only)

**Scaffolding for English Language Learners (ELL) in NYS’s P-12 ELA and Math Curriculum**

Bidder Name: \_\_\_\_\_  
Subcontracting For The Contract Term

RFP #SA-09

Name of Subcontractor	M/WBE	Entity Type	Work Description & Estimated Hours/Days	Projected Cost
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> For Profit <input type="checkbox"/> Not –For-Profit		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> For Profit <input type="checkbox"/> Not –For-Profit		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> For Profit <input type="checkbox"/> Not –For-Profit		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> For Profit <input type="checkbox"/> Not –For-Profit		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> For Profit <input type="checkbox"/> Not –For-Profit		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> For Profit <input type="checkbox"/> Not –For-Profit		
	<input type="checkbox"/> MBE <input type="checkbox"/> WBE	<input type="checkbox"/> For Profit <input type="checkbox"/> Not –For-Profit		

\*Indicate whether the subcontractor is a Minority or Women–Owned Business Enterprise. Leave box blank if subcontractor is neither.

Total Subcontracting Cost	Total Project Budget	Percent of Subcontracting to Total Budget

New York State Education Department  
(whole dollar figures only)

Scaffolding for English Language Learners (ELL) in NYS's P-12 ELA and Math Curriculum

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

RFP #: SA-09

M/WBE Purchases

**Table 1-- Minority Business Enterprise (MBE)**

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

**Table 2-- Women-Owned Business Enterprise (WBE)**

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



## **5.13 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 in 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 through one of the three methods below. Please indicate which one of the following is included with the M/WBE Documents Submission.

- Full Participation – No Request for Waiver (PREFERRED)
- Partial Participation – Partial Request for Waiver
- No Participation – Request for Complete Waiver

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 unless requesting a total waiver 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 _____  <input type="checkbox"/> For Profit <input type="checkbox"/> Not -For-Profit		\$ _____
NAME  ADDRESS  CITY, ST, ZIP  PHONE/E-MAIL  FEDERAL ID No.	NYS ESD Certified  MBE _____  WBE _____  <input type="checkbox"/> For Profit <input type="checkbox"/> Not -For-Profit		\$ _____

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:

TELEPHONE/E-MAIL

DATE

**M/WBE 100**

*(print*

REVIEWED BY \_\_\_\_\_ DATE

UTILIZATION PLAN APPROVED YES/NO DATE

NOTICE OF DEFICIENCY ISSUED YES/NO DATE

NOTICE OF ACCEPTANCE ISSUED YES/NO DATE

*or type)*

**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 unless requesting a total waiver. 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

**M/WBE 102**



PREPARED BY  
(Signature): \_\_\_\_\_

DAT  
E: \_\_\_\_\_

NAME AND TITLE OF  
PREPARER: \_\_\_\_\_  
*(print or type)*

TELEPHONE/EM  
AIL: \_\_\_\_\_

**EEO 100**

## STAFFING PLAN INSTRUCTIONS

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.  
Enter the name, title, phone number and/or email address for the person completing the form. Sign and date the form in designated areas.
- 6.

### 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 effort.

determining whether the contractor has demonstrated a good faith

**M/WBE CONTRACTOR GOOD FAITH EFFORTS**

**CERTIFICATION (FORM 105)**

PROJECT/CONTRACT # \_\_\_\_\_

I, \_\_\_\_\_  
(Contractor/Vendor)

\_\_\_\_\_ of \_\_\_\_\_  
(Title) (Company)

\_\_\_\_\_ (Address) (Telephone Number)

do hereby submit the following as evidence of our good faith efforts to retain certified minority- and women-owned business enterprises:

(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.

(7) Describe any other action undertaken by the bidder to document its good faith efforts to retain certified minority - and women- owned business enterprises for this procurement.

Submit additional pages as needed.

\_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Date

**M/WBE CONTRACTOR UNAVAILABLE CERTIFICATION**

**RFP#/PROJECT NAME** \_\_\_\_\_

I, \_\_\_\_\_ (Authorized Representative) \_\_\_\_\_ (Title) \_\_\_\_\_ (Bidder's Company)  
 \_\_\_\_\_ (Address) \_\_\_\_\_ (Phone)

I certify that the following New York State Certified Minority/Women Business Enterprises were contacted to obtain a quote for work to be performed on the abovementioned project/contract.

List of date, name of M/WBE firm, telephone/e-mail address of M/WBEs contacted, type of work requested, estimated budgeted amount for each quote requested.

<u>DATE</u>	<u>M/WBE NAME</u>	<u>PHONE/EMAIL</u>	<u>TYPE OF WORK</u>	<u>ESTIMATED BUDGET</u>	<u>REASON</u>
1.	_____	_____	_____	_____	_____
2.	_____	_____	_____	_____	_____
3.	_____	_____	_____	_____	_____
4.	_____	_____	_____	_____	_____
5.	_____	_____	_____	_____	_____

To the best of my knowledge and belief, said New York State Certified Minority/Women Business Enterprise contractor(s) was/were not selected, unavailable for work on this project, or unable to provide a quote for the following reasons: Please check appropriate reasons given by each MBE/WBE firm contacted above.

- \_\_\_\_\_ **A.** Did not have the capability to perform the work
- \_\_\_\_\_ **B.** Contract too small
- \_\_\_\_\_ **C.** Remote location
- \_\_\_\_\_ **D.** Received solicitation notices too late
- \_\_\_\_\_ **E.** Did not want to work with this contractor
- \_\_\_\_\_ **F.** Other (give reason) \_\_\_\_\_

\_\_\_\_\_  
**Authorized Representative Signature**                      **Date**                      **Print Name**

## REQUEST FOR WAIVER FORM

<b>BIDDER/CONTRACTOR NAME:</b>	<b>TELEPHONE:</b>
<b>ADDRESS:</b>	<b>EMAIL:</b>
<b>CITY, STATE, ZIPCODE:</b>	<b>FEDERAL ID NO.:</b>
	<b>RFP#/CONTRACT NO.:</b>

**INSTRUCTIONS:** By submitting this form and the required information, the bidder/contractor certifies that Good Faith Efforts have been taken to promote M/WBE participation pursuant to the M/WBE goals set forth under this RFP/Contract. Please see Page 2 for additional requirements and document submission instructions.

<b>BIDDER/CONTRACTOR IS REQUESTING (check all that apply):</b>	
<input type="checkbox"/> <b>MBE Waiver</b> - A waiver of the MBE goal for this procurement is requested. <input type="checkbox"/> <b>Total</b> <input type="checkbox"/> <b>Partial</b> _____%	<input type="checkbox"/> <b>WBE Waiver</b> - A waiver of the WBE goal for this procurement is requested. <input type="checkbox"/> <b>Total</b> <input type="checkbox"/> <b>Partial</b> _____%
<input type="checkbox"/> <b>Waiver Pending ESD Certification</b> (check here if subcontractor or supplier is not certified M/WBE, but an application for certification has been filed with Empire State Development)  Subcontractor/Supplier Name: _____ Date of application filing: _____ _____	

PREPARED BY (*Signature*): \_\_\_\_\_

DATE: \_\_\_\_\_

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

NAME OF PREPARER:  TITLE OF PREPARER:  TELEPHONE:  EMAIL:	<b>FOR AUTHORIZED USE ONLY</b>  REVIEWED BY: _____ DATE: _____  <b>WAIVER GRANTED</b> <input type="checkbox"/> <b>YES</b> <input type="checkbox"/> <b>NO</b> <input type="checkbox"/> <b>TOTAL WAIVER</b> <input type="checkbox"/> <b>PARTIAL WAIVER</b> <input type="checkbox"/> <b>ESD CERTIFICATION WAIVER</b> <input type="checkbox"/> <b>NOTICE OF DEFICIENCY</b> <input type="checkbox"/> <b>CONDITIONAL WAIVER</b>
---	---

	<p style="text-align: right;">COMMENTS:</p> <p>DATE: _____</p>
--	--

## REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

**When completing the Request for Waiver Form, please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1-11, as listed below. If a Waiver Pending ESD Certification is requested, please see Item 11 below. Copies of the following information and all relevant supporting documentation must be submitted along with the request.**

1. A statement setting forth your basis for requesting a partial or total waiver.
2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals.
3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.
4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.
6. Provide copies of responses made by certified M/WBEs to your solicitations.
7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.
8. Provide documentation of any negotiations between you, the Bidder/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participations goals.
9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.
10. Provide the name, title, address, telephone number and email address of the Bidder/Contractor's representative authorized to discuss and negotiate this waiver request.
11. Copy of notice of application receipt issued by Empire State Development (ESD).

**NOTE: Unless a Total Waiver has been granted, Bidder/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the procurement and/or contract, as deemed appropriate by NYSED, to determine M/WBE compliance.**



**M/WBE Purchases For The Contract Term**

New York State Education Department

(whole dollar figures only)

**Title of RFP**

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

RFP #SA-09

**Table 1-- Minority Business Enterprise (MBE)**

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

**Table 2-- Women-Owned Business Enterprise (WBE)**

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

## 6 GLOSSARY

Term	Definition
Assessment	A test designed to measure of a student’s knowledge and understanding of content, concepts, and/or skills.
Achieve Tri-State Quality Review Rubric	The Tri-State Collaborative (comprised of educational leaders from Massachusetts, New York, and Rhode Island and facilitated by Achieve) has developed criterion-based rubrics and review processes to evaluate the quality of lessons and units intended to address the Common Core State Standards for Mathematics and ELA/Literacy.
Board of Regents	The governing board for the New York State Education Department.
BOCES	Acronym used throughout this RFP for Boards of Cooperative Educational Services. There are 37 BOCES in the State of New York that serve as shared service providers to the nearly 700 school districts (but not including the Big 5 city districts) in the State of New York.
Commissioner, The	The Commissioner is the chief executive officer of the New York State Education Department and president of the University of the State of New York.
Common Core State Standards (CCSS)	The standards featured on the Common Core State Standards Initiative Web site, <a href="http://www.corestandards.org/">http://www.corestandards.org/</a> , from which New York State has based its adoption of the NYS P-12 Common Core Learning Standards for ELA & Literacy and Mathematics.
Curriculum ELA & Literacy P-2	Curriculum includes domains of instruction organized in a Listening & Learning Strand and a Skills strand. Curriculum can be found at <a href="http://engageny.org/sites/default/files/resource/attachments/overview_of_the_core_knowledge_language_arts_program.pdf">http://engageny.org/sites/default/files/resource/attachments/overview_of_the_core_knowledge_language_arts_program.pdf</a>
Curriculum Module – ELA & Literacy	Curriculum modules in ELA & Literacy are intended to last one quarter of a school year, focusing on reading, writing, listening, and speaking in response to high quality texts. The four modules will sequence and scaffold content that is aligned to the Partnership for Assessment of Readiness for College and Career (PARCC) Frameworks. Each module will culminate in an end-of-module performance task, aligned to the PARCC frameworks as applicable, that demonstrates validity and enables item-level analysis. Modules may include several units and each unit may include a set of sequenced, coherent progressions of learning experiences that build knowledge and understanding of major concepts. They may also include student outcomes based on central texts of a unit, daily lesson plans, guiding questions, handouts, scaffolding strategies, and examples of proficient student work. Examples of 3-5 modules can be found at <a href="http://engageny.org/resource/network-team-institute-materials-grades-3-5-ela-curriculum-august-13-17-2012">http://engageny.org/resource/network-team-institute-materials-grades-3-5-ela-curriculum-august-13-17-2012</a> .

Term	Definition
Curriculum Module – Math	Curriculum modules in mathematics are marked by tight topic focus, rigorous classroom reasoning, extended classroom time devoted to practice and reflection through extensive problem sets, and high expectations for mastery. Each module will culminate in an end-of-module performance task, aligned to the PARCC frameworks as applicable, that demonstrates validity and enables item-level analysis. The time required to complete a curriculum module will depend on the scope and difficulty of the mathematical content that is the focus of the module (major areas of work for a given grade level).
Curriculum Unit-ELA & Literacy (grades 6-12)	Curriculum units in ELA & Literacy are driven by central texts and are composed of coherent progressions of learning experiences that build knowledge and understanding that address specifically stated P-12 Common Core ELA & Literacy Learning Standards. Materials are designed so that the central focus of classroom time is spent on the close, sustained reading of complex texts—often taking several days of concentrated study on a short text or a passage in a longer text—including writing and conversations (speaking and listening) that center on those texts. Such reading emphasizes the particular over the general, encouraging students to read and re-read deliberately and slowly to probe and ponder the meanings of individual words and sentences, the order in which sentences unfold, and the development of ideas over the course of the text. Lastly, a curriculum unit is composed of central texts, student outcomes aligned to the NYS P-12 CCLS for ELA & Literacy (driven by a learning progression), along with a collection of daily lessons.
ELL	Acronym used throughout this RFP for English Language Learner, which also includes “Limited English Proficient” or LEP as that term is used in the regulations of the Commissioner, Title 8 of the NYCRR.
HS	Acronym that stands for high school.
Instructional Scaffolding	<i>See “Scaffolding” below.</i>
LEA	Acronym used throughout this RFP for Local Education Agency. For the purposes of this RFP, an LEA is defined as a school district or a charter school.
NYSED	Acronym used throughout this RFP for The New York State Education Department.
NYS P-12 CCLS	Acronym used throughout this RFP for the standards adopted by the New York State Board of Regents in January 2011 for ELA & Literacy and for Mathematics. These standards are composed of the Common Core State Standards (CCSS) and a small number of additional standards. For the purposes of this RFP, vendors will focus on the NYS P-12. For further information, see <a href="http://www.p12.nysed.gov/ciai/common_core_standards/">http://www.p12.nysed.gov/ciai/common_core_standards/</a> .
Principal or	A principal or co-principal of a registered public school or an

Term	Definition
Building Principal	administrator in charge of an instructional program of a school district, charter school or a BOCES.
Scaffolding	<p>Scaffolding is help that is “just right” and “just in time,” provided to learners so that, with that support, they can accomplish tasks they would not be able to complete alone, and so that they develop the knowledge, skills, or language required to support their own performance in the future. In terms of educational materials, scaffolded lessons need to be generative, that is, they should promote student autonomy over time. An important feature of pedagogical scaffolding is that it should provide students with the opportunity to engage in a novel application of ideas</p> <p>The term scaffolding comes from the work of Jerome Bruner, who defined it as:</p> <p>A process of ‘setting up’ the situation to make the child’s entry easy and successful and then gradually pulling back and handing the role to the child as he becomes skilled enough to manage it (1983:60). Bruner, J. (1983). <i>Child’s Talk: Learning to Use Language</i>. New York: Norton.</p> <p>Flexible supports may include the following (and other) successful modes:</p> <ul style="list-style-type: none"> <li>Excellent text dependent questions in a thoughtful sequence</li> <li>Effectively spiraling levels of text complexity</li> <li>Digestible chunks of knowledge or information sequenced from an accessible base to the more complex</li> <li>Building student knowledge through reading and writing</li> <li>Strategic selection of pivotal vocabulary and allusions</li> <li>Making connections between different portions of a text</li> <li>Related texts or problems at an appropriate grade level</li> <li>Guidance regarding less "frustrating" access points for struggling learners</li> </ul> <p>ELLs need additional support so that content is comprehensible to them in English. Additional support techniques should include: explicit instruction of strategically selected vocabulary (focus on high frequency Tier II and III words); building background knowledge; strategic and purposeful use of multiple media (e.g. strategic use of short video clips, carefully selected images, and purposeful use of manipulatives, directly related to the text or content being taught); instruction in word-learning strategies and comprehension strategies; and building on and supporting students’ first language knowledge. Scaffolds for ELLs must be developmentally appropriate and include entry points and supports for ELLs at all levels of English language</p>

<b>Term</b>	<b>Definition</b>
	proficiency.
Summative Assessment	The measurement of student learning or understanding over a period of time. Examples include end-of-course assessments and state Regents examinations.

