

**REQUEST FOR PROPOSAL (RFP) # TA-10  
NEW YORK STATE EDUCATION DEPARTMENT**

**IMPLEMENTATION OF THE DIAGNOSTIC  
TOOL FOR SCHOOL AND DISTRICT EFFECTIVENESS**

The New York State Education Department (NYSED) Office of Accountability is seeking proposals from vendors with demonstrated knowledge, expertise and the capacity to conduct district and school-based reviews aligned to the Diagnostic Tool for School and District Effectiveness (DTSDE) protocol. Focus Districts and Districts with Priority Schools use the feedback from the DTSDE to complete a District Comprehensive Improvement Plan and any necessary School Comprehensive Education Plans.

The DTSDE synthesizes a number of different diagnostic tools that were previously used by different NYSED offices into a single tool that articulates the State's theory of action regarding the optimal conditions for district and school effectiveness. (See <http://www.p12.nysed.gov/accountability/diagnostic-tool-institute/DTSDEHandbook.html> for the current version of the DTSDE Handbook.)

The eligible applicants for this RFP include for-profit and not-for-profit organizations, and institutions of higher education (IHEs).

Subcontracting will be limited to forty percent (40%) of the total contract budget. Subcontracting is defined as non-employee direct personal services and related incidental expenses, including travel. Bidders are required to comply with NYSED's Minority and Women-Owned Business Enterprises (M/WBE) participation goals for this RFP through one of three methods. Compliance methods are discussed in detail in the Minority/Women-Owned Business Enterprise (M/WBE) Participation Goals section below.

NYSED will award one (1) contract pursuant to this RFP. The contract resulting from this RFP will be for a term anticipated to begin October 22, 2013, and to end June 30, 2015. *Please note: funding beyond September 23, 2014, will be subject to the availability of Federal funds.*

**Service Area:** New York State-wide

**Components contained in RFP #TA-10 are as follows:**

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

**There will be a pre-proposal bidder's conference** for this RFP that will be held as a pre-recorded webinar. Participation is optional. The webinar will be posted to the NYSED Race to the Top website, <http://usny.nysed.gov/rttt/rfp/>, by June 18, 2013.

**Questions regarding this request** must be submitted by email to [DTSDEPD@mail.nysed.gov](mailto:DTSDEPD@mail.nysed.gov) no later than the close of business on June 24, 2013. Questions 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 July 1, 2013. No individual responses will be provided.

The following are the designated contacts for this procurement:

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The following documents must be submitted in separately sealed envelopes, as detailed in the Submission section of the RFP, and must be received at NYSED by July 19, 2013, no later than **3:00 PM EST**:

1. Submission Documents labeled **Submission Documents – RFP #TA-10 Do Not Open**
2. Technical Proposal labeled **Technical Proposal – RFP #TA-10 Do Not Open**
3. Cost Proposal labeled **Cost Proposal – RFP #TA-10 Do Not Open**
4. M/WBE Documents labeled **M/WBE Documents – RFP #TA-10 Do Not Open**
5. CD containing the technical, cost, submission and M/WBE proposals submitted using Microsoft Word. Place in a separate envelope labeled **CD– RFP #TA-10 Do Not Open**.

**Timetable**

Activity	Date
Release of RFP	June 10, 2013
Bidder's Conference	Posted by June 18, 2013
Final Date for Receipt of Questions	June 24, 2013
Official Responses to Questions	July 1, 2013
Proposal Received Date / RFP Close	July 19, 2013
Recommendation/Determination	September 2013
Projected Contract Start Date	October 22, 2013
DTSDE Initial Professional Development	October/November 2013
DTSDE Reviews	November 2013- May 2014 October 2014- April 2015
Projected Contract End Date	June 30, 2015

The mailing address for all the above documentation is:

NYS Education Department  
Bureau of Fiscal Management  
Attn: Nell Brady RFP #TA-10  
Contract Administration Unit  
89 Washington Avenue, Room 503W EB  
Albany, NY 12234

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

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## Overview

As described in New York State's approved ESEA waiver, beginning in the 2012-13 school year, NYSED will conduct annual reviews of Focus Districts and selected Priority Schools and Focus Schools within these districts. All reviews will be conducted using the DTSDE, the current version of which can be found at <http://www.p12.nysed.gov/accountability/diagnostic-tool-institute/DTSDEHandbook.html>. The purpose of the DTSDE is to ensure that the systems and structures developed by the districts and schools are informed by consistent feedback aligned to the Board of Regents Reform Agenda. The RFP is intended to ensure that schools and districts receive timely, high quality DTSDE reports that serve as the basis for District Comprehensive Improvement Plans and School Comprehensive Education Plans.

Through this RFP, NYSED is seeking proposals from vendors with a proven track record of success with assessing the quality of school and district educational programs through on-site visits. Vendors must be able to provide evidence of knowledge, expertise, and a proven record of success with this type of review. Additionally, the vendor must have the internal capacity to complete a large number of visits across New York State using the DTSDE protocol with fidelity.

Proposals should specifically demonstrate the vendor's specialized knowledge in regard to the six (6) fundamental tenets of the DTSDE. These tenets are aligned to research-based, proven practices of effective schools and are as follows: District Leadership and Capacity; School Leader Practices and Decisions; Curriculum Development and Support; Teacher Practices and Decisions; Student Social and Emotional Developmental Health; and Family and Community Engagement.

Throughout the contract period, the vendor's reviewers will be expected to attend initial and follow up training on the DTSDE, serve as Outside Educational Experts for identified district and school level DTSDE visits (according to the protocols and responsibilities outlined in Appendix E), and produce high quality DTSDE reports. Vendor Reviewers will be responsible for conducting a total of 105 district level and 270 school level DTSDE reviews in identified Focus Districts and Priority and Focus Schools during the 2013-2014 and 2014-2015 school years.

Additional information on all of these deliverables can be found in the "Description of Services to be Performed" section of this RFP.

## Background

In December 2009, the New York State Board of Regents approved a bold reform agenda focused on preparing all students for college and careers. This agenda was accelerated with the successful second round Race to the Top (RTTT) award from the United States Department of Education (USDE) and is grounded in four core strategies:

1. Implementing the Common Core Learning Standards in all NYS schools,
2. Building instructional data systems that measure student success and inform teachers and principals how they can improve their practice,
3. Promoting effective teachers and leaders through the implementation of a multiple-measures evaluation tool with aligned supports and professional development, and
4. Turning around the lowest performing schools.

The services requested in this RFP are directly related to the fourth core strategy: turning around New York State's lowest achieving schools. However, New York State's plan for school turnaround is also inextricably linked to the first three strategies. Optimal implementation of Common Core Learning Standards (CCLS), data-

driven instruction (DDI), and teacher-leader effectiveness initiatives (TLE) must be addressed in the context of the unique features of New York State's lowest achieving schools. Each of these strategies is also explicitly addressed in the rubric used in the DTSDE (See Appendix C.2). For more information on the four core strategies of the Regents Reform Agenda and the State's approved Race to the Top grant, please visit: <http://usny.nysed.gov/rttt/>.

## **Theory of Action**

New York State's lowest achieving schools require targeted and specialized assistance in order to build school and district capacity to support sustainable school turnaround. Necessary supports for effective school turnaround must be based on, as well as be responsive to, the comprehensive needs of the school, driven by an assessment of the optimal conditions for learning as defined by research-based best practices, and delivered in a high quality manner and embedded in school practice.

## **The DTSDE Process**

The DTSDE articulates the State's theory of action regarding the optimal conditions for district and school effectiveness. The DTSDE uses multiple tools to gather evidence regarding the district or school's effectiveness, such as interviews, classroom observations and surveys. The instruments comprising the protocol have been created to measure how close to or far away a particular school is from the optimal conditions identified. For a comprehensive overview of the current DTSDE, including protocols, rubrics, review forms and templates, and report templates, please visit: <http://www.p12.nysed.gov/accountability/diagnostic-tool-institute/home.html>.

DTSDE reviews are conducted in identified Focus Districts, Focus Schools, and Priority Schools across New York State. At the present time, DTSDE reviews are carried out by an Integrated Intervention Team (IIT), which at minimum consists of a NYSED Lead, a district representative, and an Outside Educational Expert. Depending on the district's and/or school's reasons for identification, the Regional Bilingual Education Resource Network (R-BERN), Regional Special Education Technical Assistance Support Centers (RSE-TASC) and Special Education School Improvement Specialist (SEIS) staff may also be members of the IIT.

The awarded vendor reviewers will serve as the Outside Educational Expert (OEE). As the OEE on the IIT, the vendor reviewers will have clearly defined responsibilities related to the three components of a DTSDE Review: the pre-review preparation, the on-site visit, and the creation of the review report. These responsibilities are outlined in the Description of Services to be Performed section, as well as Appendix E. The vendor reviewer (acting as the OEE) is responsible for producing a draft DTSDE Visit Final Report and submitting it to NYSED's Calibration Assurance Team (CAT), no more than 10 business days after the last day of the visit. The vendor reviewer, with the vendor's Calibration Liaison, is then responsible for addressing any question or feedback given by CAT in a second draft. The second draft is due to the CAT two weeks after receiving the initial feedback. The report must be completed for submission to the district for final verification no later than 60 calendar days after the last day of the visit.

It is estimated that NYSED will use vendor reviewers to conduct a total of 105 district level and 270 school level DTSDE reviews in identified Focus Districts and Priority and Focus Schools during the 2013-2014 and 2014-2015 school years. For more information on Focus Districts, Focus Schools and Priority Schools, and a link to the complete list of these districts and schools, please see Appendix B.

## Mandatory Requirements

The eligible bidder must agree to the Mandatory Requirements found 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.
2. The bidder must have one designated full-time Project Director who has three (3) years or more of experience in conducting school and/or district reviews. This experience will be verified through the Project Director's resume, which must be submitted with the application. The Project Director must be employed by the vendor and not by a subcontractor.
3. The bidder must have a full-time Calibration Assurance Liaison and a part-time Logistics Liaison (at least .50 FTE) to work with NYSED, each with at least 2 (two) years or more of experience conducting school and/or district reviews **OR** five (5) years or more of experience serving in an instructional or administrative role within a school district. This experience will be verified through the Liaisons' resumes, which must be submitted with the application. The Liaisons must be employed by the vendor and not by a subcontractor.
4. The bidder must have at least fifteen (15) vendor reviewers who each have two (2) years or more of experience conducting school and/or district reviews **OR** the vendor reviewers must each have five (5) years or more of experience serving in an instructional or administrative role within a school district. This experience will be verified through resumes for each of the vendor reviewers. At the time of submission, the vendor must provide the resumes of any and all vendor reviewers that the vendor plans to use to execute the deliverables outlined in this RFP. The vendor reviewers may be employed by either the vendor or a subcontracting entity.
5. All bidders must return the Mandatory Requirements Certification form (located in 5. Submission Documents), signed by an authorized individual. By signing the Mandatory Requirements Certification Form, the vendor 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 form will be disqualified and removed from further consideration.

### Mandatory Contract Requirements

1. 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>.
2. 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.
3. The vendor project staff and all of its subcontractors performing work on the contract resulting from this RFP must sign a Non-Disclosure Agreement (Appendix G) provided by NYSED, assuring the confidentiality of all work and discussions carried out under this contract after the contract is awarded. These signed agreements must be submitted to NYSED prior to the initiation of work under this contract.

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

## **1.) DESCRIPTION OF SERVICES TO BE PERFORMED**

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

### **Overview of Deliverables - Through this RFP, NYSED will procure the following services related to the DTSDE Reviews:**

- A. Initial Professional Development (October/November 2013): The vendor will participate in all training events for reviewers. Specifically, training will be provided to the vendor reviewers pertaining to the DTSDE review protocol, rubric, supporting documents and optimal implementation of the Common Core Learning Standards, data-driven instruction, and teacher-leader effectiveness specific to the unique features of New York State's lowest-achieving schools. Vendor reviewers will participate in the following trainings in late October or early November 2013, in New York City:
  - Four (4)-day training session focused on the DTSDE protocol and usage of supporting documents during the review and report writing period.
  - A three (3)-day training focused on report writing, calibration and rubric alignment.
  - A one (1)-day training focused on the usage of the Tri-State Rubric, Statement of Practice (SAP) Tracker and Teacher Leader Effectiveness expectations aligned to the DTSDE statements of practice pertaining to use of data (i.e., 2.5, 3.5, 4.5, 5.5 and 6.5 in the most current DTSDE rubric, which can be found in Appendix C.2).
- B. Additional Professional Development (November, February, and May, 2013-2015), in Albany, New York:
  - Two (2) days each in November 2013, February 2014, and May 2014- This professional development will concentrate on developing IIT members' inter-rater reliability, calibration and alignment to the DTSDE rubric.
  - One (1) day each in November 2014, February 2015, and May 2015- This professional development will continue to address and refine IIT members' inter-rater reliability, calibration and alignment to the DTSDE rubric.
- C. Pre-Review Preparation for the DTSDE On-Site Reviews (November 2013 through May 2014 and October 2014 through April 2015) – The vendor will be responsible for ensuring that vendor reviewers participate in pre-review preparation activities. These activities are expected to take two (2) days for each school visit and one (1) day for each district visit, and include review of required documents submitted prior to the visit by the school and/or district; coordination of the submission of additional documents by the school and/or district to fill IIT identified gaps in information; facilitation of meetings of the IIT and assigning review tasks to members based on their experience and expertise; and facilitation of any necessary meetings with school and/or district leadership to discuss the expectations of the review process. The pre-review visit protocols to be used by the vendor are outlined in the DTSDE Handbook, at <http://www.p12.nysed.gov/accountability/diagnostic-tool->



[institute/DTSDEHandbook.html](http://www.p12.nysed.gov/accountability/diagnostic-tool-institute/DTSDEHandbook.html). Additionally, NYSED will provide the vendor with the names and contact information of the other Integrated Team members, as well as the contact information for the districts and schools to be visited. The vendor reviewers will use this information to complete the pre-review visit protocols described above.

- D. DTSDE On-Site Reviews (November 2013 through May 2014 and October 2014 through April 2015)– The vendor will be responsible for providing vendor reviewers to serve as Outside Educational Experts on 105 district level and 270 school level DTSDE IIT New York State reviews over the two year contract period. Across the state, the vendor will not be expected to conduct more than 10 visits a week, and each vendor reviewer will not be scheduled for more than two (2) visits per month. 135 school level visits will be 3 days in duration and 135 school level visits will be 2 days in duration. District level visits will take one day at the most, with some portions of the review to be completed via phone interview. At the time of award, NYSED will provide the vendor with a schedule for the visits, that details when and where the visits will take place. The vendor will not be responsible for arranging the visit schedule. The reviews must be conducted using the DTSDE Review protocols described in the Handbook (<http://www.p12.nysed.gov/accountability/diagnostic-tool-institute/DTSDEHandbook.html>) and be consistent with the professional development provided by NYSED on the DTSDE Review Protocol, the Tri-State Rubric, and six tenets outlined in the DTSDE rubric.
- E. Drafting and Finalizing DTSDE Reports (November 2013 through June 2014 and October 2014 through June 2015) – Each vendor reviewer must coordinate and synthesize the findings of the IIT, and will be responsible for drafting the DTSDE report for each on-site visit conducted. It is estimated that the drafting and finalization of the report will take three (3) days each for the school level and the district level visits. The vendor reviewers must follow the DTSDE Report Writing Style Guide and use the School Final Report Template (both resources can be found at: [http://www.p12.nysed.gov/accountability/diagnostic-tool-institute/DTSDESchoolReviewDocuments\\_000.html](http://www.p12.nysed.gov/accountability/diagnostic-tool-institute/DTSDESchoolReviewDocuments_000.html)). The vendor reviewer is responsible for producing a draft DTSDE Visit Final Report and submitting it to NYSED’s Calibration Assurance Team (CAT) no more than 10 business days after the last day of the visit. The vendor reviewer, with the vendor’s Calibration Liaison, is then responsible for addressing any question or feedback given by CAT in a second draft. The second draft is due to the CAT two weeks after receiving the initial feedback. The report must be completed for submission to the district for final verification no later than 60 calendar days after the last day of the visit.

#### **Throughout the project period:**

The bidder must identify a Project Director. The Project Director will be a full-time staff member dedicated to this project and will serve as the lead point of contact with NYSED. The Project Director must participate in one meeting with NYSED staff each month during the contract period (monthly meetings may be by telephone or video conference). Additionally, the bidder must also identify (1) full time liaison that will work with NYSED’s Calibration Assurance Team, and (1) one part time liaison (at least .05 FTE) to work with the NYSED’s Logistics Team. The liaison to the Calibration Team must have superior writing and editing skills, and is expected to ensure that all reports submitted by a vendor reviewer meet State Education Department’s approval. These liaisons must also participate in one to two meetings with NYSED staff each month during the contract period, either by phone or video conference. No more than 8 meetings (each one day) will occur at the NYSED Offices in Albany, NY over the contract period, to be attended by the Project Director and/or the liaisons.

NYSED anticipates that there may be minor revisions made to the DTSDE process, based on field experiences, by the time the contract begins in October 2013. These revisions will be shared with the vendor during professional development events, and will be addressed during the monthly meetings with NYSED.

The following chart provides a summary/overview of deliverables:

<b>SUMMARY / OVERVIEW OF DELIVERABLES for the 2013-14 and 2015-14 School Years</b>			
<b>Activity</b>	<b>EVENT LENGTH / TIME – MONTHLY</b>	<b>EVENT LENGTH / TIME PER LIFE OF THE CONTRACT</b>	<b>GEOGRAPHIC LOCATION</b>
<b>Professional Development for Vendor Reviewers on DTSDE</b>	October/November 2013: 8 days November 2013: 2 days February 2014: 2 days May 2014: 2 days November 2014: 1 day February 2015: 1 day May 2015: 1 day	17 full days	<ul style="list-style-type: none"> <li>October/November sessions in New York City.</li> <li>November, February, and May sessions in Albany, NY.</li> </ul>
<b>Pre-Review Preparation for DTSDE On-Site Reviews</b> (1 day prior to each district visit and 2 days prior to each school visit)  <b>Year 1: November 2013 - May 2014</b>  <b>Year 2: October 2014 to April 2015</b>	Year 1: 55 district visits, 140 school visits  Year 2: 50 district visits, 130 school visits	Approximately 645 days	<ul style="list-style-type: none"> <li>Vendor Offices</li> <li>Monthly meetings with Logistics Team via phone, video conference, or at NYSED Offices in Albany, NY, when necessary. No more than 8 meetings (each one day) will occur at the NYSED Offices in Albany, NY over the contract period.</li> <li>Meetings with IIT or school and district leaders via phone or video conference.</li> </ul>
<b>NYSED DTSDE On-Site Reviews</b>  <b>Year 1: November 2013 - May 2014</b>  <b>Year 2: October 2014 to April 2015</b>	Year 1: 55 one day district visits, 70 two day school visits, and 70 three day school visits.  Year 2: 50 one day district visits, 65 two day school visits, and 65 three day school visits  *No more than 10 visits in a week, and no more than 2 reviews per month per identified reviewer.	Approximately 780 days	<ul style="list-style-type: none"> <li>New York State-wide Reviews: See Attachment C for the list of districts and schools that are eligible for the DTSDE review.</li> </ul>
<b>NYSED DTSDE Reports</b> (3 days following each school and district review)  <b>Year 1: November 2013 - June 2014</b>  <b>Year 2: October 2014 to June 2015</b>	Year 1: 55 district reports, 140 school reports  Year 2: 50 district reports, 130 school reports	Approximately 1,125 days	<ul style="list-style-type: none"> <li>Vendor Offices</li> <li>Monthly meetings with Calibration Assurance Team via phone, video conference, or in NYSED Offices in Brooklyn, NY, when necessary. No more than 8 meetings (each one day) will occur at the NYSED Offices in Brooklyn, NY over the contract period.</li> </ul>

## **MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (M/WBE) PARTICIPATION GOALS PURSUANT TO ARTICLE 15-A**

For purposes of this procurement, NYS Education Department hereby establishes an overall goal of 20% for M/WBE participation, 12% for Minority-Owned Business Enterprises (“MBE”) participation and 8% for Women-Owned Business Enterprises (“WBE”) participation based on the current availability of qualified MBEs and WBEs. All bidders must document a good faith effort to provide meaningful participation by M/WBEs as subcontractors or suppliers in the performance of this contract. Minority and Women-Owned Business Enterprise (M/WBE) participation includes any and all services, materials or supplies purchased from New York State certified minority and women-owned firms. Utilization of certified Minority and Women-Owned firms will be applied toward the goals. Bidders can achieve compliance with NYSED’s Minority and Women-Owned Business Enterprise goals as described below.

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

Bidders should submit subcontracting/supplier forms that meet or exceed NYSED’s participation goals for this procurement. All subcontracting/supplier forms must be submitted with the bid proposal. In addition, bidders must complete and submit M/WBE 100: Utilization Plan, M/WBE 102: Notice of Intent to Participate and EEO 100: Staffing Plan. Instructions and copies of these forms are located in the Submission Documents. All firms utilized must be certified with the NYS Division of Minority and Women Business Development before beginning any work on this contract. For additional information and a listing of currently certified M/WBEs, see <https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687>.

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

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

Bidders must undertake a good faith effort to solicit NYS Certified M/WBE firms as subcontractors and/or suppliers in fulfillment of this procurement. Means of solicitation may include but are not limited to: advertisements in minority centered publications; solicitation of vendors found in the NYS Directory of Certified Minority and Women-Owned Business Enterprises (<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 (Form M/WBE 105). See the M/WBE Submission Documents for detailed examples of and required forms to document good faith efforts.

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

**IN THE EVENT BIDDERS CANNOT COMPLY WITH NYSED’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 PARTICIPATION GOALS**

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

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

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

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

## **Payments and Reports**

Payments will be made on a monthly basis, based on NYSED's approval and acceptance of the DTSDE school and district reports delivered by the vendor. All travel costs will be reimbursed monthly, based on actual expenses incurred. Vendors will be required to submit quarterly and annual reports to NYSED in accordance with a format and schedule to be determined at the discretion of NYSED.

## **Subcontracting Limit**

Subcontracting will be limited to forty (40%) of the total contract budget. Subcontracting is defined as non-employee direct personal services and related incidental expenses, including travel.

For vendors using subcontractors, a Vendor Responsibility Questionnaire (VRQ) and a NYSED vendor responsibility review are required for a subcontractor when:

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

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

If the vendor proposes to change subcontractors during the contract period, NYSED must be notified prior to the change. NYSED reserves the right to reject any replacement subcontractors proposed by the vendor and reserves the right to approve all changes in subcontractors. The Subcontracting Form located in the Submission Documents must be updated annually and submitted to NYSED. Using this form, the vendor must

also report to NYSED, on an annual basis, actual expenditures incurred for all subcontractors and indicate which subcontracting costs are associated with M/WBE.

## **Contract Period**

NYSED will award 1 (one) contract pursuant to this RFP. The contract resulting from this RFP will be for a term anticipated to begin October 22, 2013 and end June 30, 2015. *Please note: funding beyond September 23, 2014, will be subject to the availability of Federal funds.*

## **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).

## **2.) SUBMISSION**

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. 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.

### **Proposal Submission:**

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

- |                               |   |
|-------------------------------|---|
| 1. Submission Documents       | Three (3) copies (one bearing an original signature)  |
| 2. Technical Proposal         | Five (5) copies   |
| 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 in separate folders within the CD. Please place the CD in a separate envelope. |

The proposal must be received by **July 19, 2013 by 3:00 PM EST** at NYSED in Albany, New York.

The mailing address for all the above documentation is:

NYS Education Department  
Bureau of Fiscal Management  
Attn: Nell Brady RFP #TA-10  
Contract Administration Unit  
89 Washington Avenue, Room 503W EB  
Albany, NY 12234

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

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

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

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

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

### **Technical Proposal Submission**

**(70 Points)**

The technical proposal (Proposal Narrative) should include the following:

- I. Organizational Capacity and Experience
- II. Monitoring Implementation and Ensuring Quality
- III. Work Plan (using Appendix F)

#### **I. Organizational Capacity and Experience (40 points)**

The proposal must show evidence of adequate human, organizational, technical and professional resources and associated abilities to meet the needs of this RFP. The proposal must provide detailed information explaining the vendor's experience and expertise in areas specific to the type of review to be conducted, and its capacity to successfully undertake the scope of work this project entails. Vendors should demonstrate familiarity with the NYS Accountability System and/or prior experience conducting school and/or district reviews. Applicants should highlight any experience with district and school review in New York State.

#### **A response that meets the standard for this section will:**

- Provide detailed information explaining the vendor's specialized knowledge in the six (6) fundamental tenets of the DTSDE.
- Describe the vendor's capacity to successfully undertake the scope of work this project entails, including a description of the vendor's conceptual approach to completing the work.
- Describe vendor's previous experience working with LEAs, particularly low performing LEAs, that is relevant to conducting school and district reviews, and provide evidence of success. Highlight any experience with district and school reviews in New York State.
- Highlight the vendor's ability to execute a critical and honest assessment of structural/systems gaps and needs within schools and districts, based on the reviews conducted by the vendor reviewers.
- Provide details about the proposed staffing plan, including an organizational diagram and whether staff are full- or part-time. The staffing plan must also indicate the current quantity of available staff and historical staff retention rates.

- Describe how the vendor will ensure that the work of the contract has the necessary priority within the organization to be completed with the highest quality and on time, and that the minimum number of reviewers and key staff are available at all times necessary so there is no delay in provision of deliverables.
- Describe how staff members (specifically the Project Director and the two liaisons) will work with NYSED staff, including planning and coordinating status meetings and conference calls, providing summaries and minutes of meetings, developing status reports, notifying NYSED of any potential problems or changes to dates or deliverables, and submitting all deliverables according to the agreed upon schedule with appropriate time for NYSED review and approval.
- Provide the resumes for the Project Director and the two liaisons (Calibration and Logistics). Please also provide a detailed description of their specific qualifications, as they pertain to the services outlined in this RFP, and as they are related to one or more of the six (6) tenets in the DTSDE Rubric. The key staff members (the Project Director, and the Calibration and Logistics Liaisons) with primary responsibility for ensuring completion of the deliverables listed in this RFP should have demonstrated experience with district and school reviews of the scope and type described this RFP. The Calibration Assurance Liaison should have excellent writing and editing skills.
- Provide the resumes of any vendor reviewers that serve the vendor currently, and that the vendor plans to use to execute the deliverables outlined in this RFP. Provide a detailed description of their qualifications, as they pertain to those that are outlined in Appendix E and as they are related to one or more of the six (6) tenets in the DTSDE Rubric.
- Provide letters of reference from at least three current professional references to substantiate qualifications. “Current” shall mean references for which the vendor has performed work within the last three years. The letters should speak to any or all of the vendor’s/subcontractor’s experience that is described in this “Organizational Capacity and Experience” section of the technical proposal. At least one reference submitted should represent an organization that has been the recipient of district or school reviews that were conducted and delivered by the bidder or a subcontractor. At least one reference submitted must be from an organization for which the bidder or a subcontractor has provided services related to one or more of the six DTSDE tenets. If the bidder intends to use a subcontractor(s) to carry out any of the reviews, the vendor must provide an additional letter of reference(s) for each subcontractor that speaks to the qualifications of the applicable subcontracting entity/entities. Do not use NYSED staff as references.

## **II. Monitoring Implementation and Ensuring Quality (5 points)**

Please provide a detailed description of the vendor’s approach to monitoring the implementation of the training the vendor reviewers will receive from NYSED, and ensuring the quality of the reviews and reports completed by the vendor reviewers.

A quality proposal will include a coherent framework for ensuring that vendor reviewers implement with fidelity the DTSDE process as presented in the professional development sessions provided by NYSED and in the DTSDE Handbook.

### **A response that meets the standard for this section will:**

- Describe the proposed approach to monitoring the implementation of the training the vendor reviewers receive on the six tenets, specifically related to school and district reviews. This must include:

- A description of the types of materials used to monitor and support how vendor reviewers receive and respond to professional development sessions, including but not limited to, supervision and re-teaching specific concepts by providing tutorials and follow-up sessions.
- A description of implicit and explicit supervision and feedback pertaining to the school reviews conducted by vendor reviewers.
- A description of diagnostic, formative, and summative assessment of vendor reviewers' ability to create cogent, calibrated reports that align to the DTSDE protocol.
- Describe how the vendor will ensure quality control and fidelity to the DTSDE process through supervision of all identified vendor reviewers.
- The vendor must describe how it will ensure that the resulting reports are calibrated by the vendor's Calibration Liaison, in collaboration with NYSED's Calibration Assurance Team and according to the timeline and report quality standards set forth in this RFP.

### **III. Work Plan (25 points)**

Using the work plan template included in this RFP (Appendix F), identify the activities/ deliverables/ milestones necessary to ensure effective DTSDE Reviews and quality reports over the life of the contract.

A response that meets the standard for this section will:

- Present a work plan that clearly delineates all activities, deliverables, and milestones.
- Provide clear and realistic timelines for task completion.
- Clearly identify a specific person who will be responsible for the delivery of each task and major activity.
- Describe specifically the role and duties of the Project Director and the Calibration and Logistics Liaisons.
- Demonstrate consistency and congruence with the overall design for NYSED DTSDE On-site Reviews.

### **Cost Proposal**

**(30 points)**

The original plus two (2) copies of the completed Cost Proposal must be mailed in a separate envelope labeled **RFP #TA-10–Cost Proposal–Do Not Open** and must include the following:

- 1.) Bid Form Cost Proposal
- 2.) NYSED Subcontracting Form
- 3.) NYSED M/WBE Subcontracting/Supplier Form

Budgets must be submitted using whole dollar figures.

### **M/WBE Documents**

The original plus two (2) copies of the completed M/WBE Documents must be mailed in a separate envelope labeled **RFP #TA-10–M/WBE Documents–Do Not Open**. Please return the documents listed for the compliance method bidder has achieved:

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

1. M/WBE Cover Letter

**Signatures Required**



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

**Partial Participation–Partial Request for Waiver**

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

**Signatures Required**

**No Participation–Request for Complete Waiver**

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

**Signatures Required**

**3.) EVALUATION CRITERIA AND METHOD OF AWARD**

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

**Criteria for Evaluating Bids**

All complete proposals received by the deadline that meet the mandatory requirements will be reviewed using the following criteria and ratings. Bidders must ensure that all components of this proposal request have been addressed, the required number of copies has been provided, all forms and assurances have been completed, and the original signatures in blue are included as required. All complete proposals received by the deadline that meet the mandatory requirements will be reviewed using the following criteria outlined in Section 2 Submissions and the following ratings.

<b>Technical Proposal</b>	<b>Points</b>
Organizational Capacity and Experience	40
Monitoring Implementation and Ensuring Quality	5
Work Plan	25
<b>TOTAL</b>	<b>70</b>
<b>Cost Proposal</b>	
<b>TOTAL</b>	<b>30</b>
<b>Total Points Available</b>	<b>100</b>

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

Each evaluation committee member will complete a scoring rubric for each proposal submitted. Proposals receiving at least seventy percent (70%) or more of the points available for the Technical Proposal (49 of the 70 points) will move on to the next step of the process: scoring of the Cost Proposal. Proposals with a score of less than 49 points in the Technical Proposal section will be eliminated from further consideration.

The financial criteria portion of this RFP, the Cost Proposal, will be scored based upon the grand total cost of the Two Year Budget Summary. The Cost Proposal score will be computed by the Contract Administration Unit upon completion of the technical scoring by the technical review panel. NYSED reserves the right to reduce the project budget by removing any unallowable expenditure in the proposal.

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, vendors with a technical evaluation score that meets or exceeds the minimum will be asked to provide a best and final offer. The Contract Administration Unit will recalculate the financial score.

When the Cost Proposal review process is complete, the Technical Proposal and Cost Proposal scores will be summed to create a Final Score out of 100 points.

### **Method of Award**

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

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

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

NYSED reserves the right to: (1) reject any or all proposals received in response to the RFP; (2) withdraw the RFP at any time, at the agency's sole discretion; (3) make an award under the RFP in whole or in part; (4) disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP; (5) seek clarifications of proposals; (6) use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP; (7) prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available; (8) prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments; (9) change any of the scheduled dates; (10) waive any requirements that are not material; (11) negotiate with the successful bidder within the scope of the RFP in the best interests of the state; (12) utilize any and all ideas submitted in the proposals received; (13) unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 90 days from the bid opening; (14) require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the

purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation; (15) to request best and final offers.

### **Post Selection Procedures**

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

### **Debriefing Procedures**

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

NYS Education Department  
Contract Administration Unit  
89 Washington Avenue  
Room 503W EB  
Albany, NY 12234

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

### **Contract Award Protest Procedures**

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

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

NYS Education Department  
Contract Administration Unit  
89 Washington Avenue  
Room 503W EB  
Albany, NY 12234

3. The NYSED Contract Administration Unit (CAU) will convene a review team that will include at least one staff member from each of NYSED's Office of Counsel, CAU, and the Program Office. The review team will review and consider the merits of the protest and will decide whether the protest is approved or denied. Counsel's Office will provide the bidder with written notification of the review team's decision within seven (7)

business days of the receipt of the protest. The original protest and decision will be filed with OSC when the contract procurement record is submitted for approval and CAU will advise OSC that a protest was filed.

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

## **Vendor Responsibility**

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

## **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>

Program Office – **Alexandra Pressley**  
Contract Administration Unit – **Nell Brady**  
M/WBE – **Joan Ramsey**

## **Consultant Disclosure Legislation**

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

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

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

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

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

Chapter 10 of the Laws of 2006 mandates that State agencies must now require State contractors to **report annually** on the employment information described above, including work performed by subcontractors. The legislation mandates that the annual employment reports are to be submitted by the contractor to the contracting agency, to OSC and to the Department of Civil Service. State Consultant Services Contractor’s Annual Employment Report ([Form B](#) - 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 OSC Guide to Financial Operations.

<http://www.osc.state.ny.us/agencies/guide/MyWebHelp/> .

### **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.jcope.ny.gov/about/ethc/PUBLIC OFFICERS LAW 73 JCOPE.pdf](http://www.jcope.ny.gov/about/ethc/PUBLIC_OFFICERS_LAW_73_JCOPE.pdf).

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

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

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

## Workers' Compensation Coverage and Debarment

New York State Workers' Compensation Law (WCL) has specific coverage requirements for businesses contracting with New York State and additional requirements which provide for the debarment of vendors that violate certain sections of WCL. The WCL requires, and has required since introduction of the law in 1922, the heads of all municipal and State entities to ensure that businesses have appropriate workers' compensation and disability benefits insurance coverage *prior* to issuing any permits or licenses, or *prior* to entering into contracts.

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

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

### PROOF OF COVERAGE REQUIREMENTS

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

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

### Proof of Workers' Compensation Coverage

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

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

### Proof of Disability Benefits Coverage

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

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

For additional information regarding workers' compensation and disability benefits requirements, please refer to the New York State Workers' Compensation Board website at: <http://www.wcb.ny.gov/content/main/Employers/busPermits.jsp>. Alternatively, questions relating to either workers' compensation or disability benefits coverage should be directed to the NYS Workers' Compensation Board, Bureau of Compliance at (518) 486-6307.

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

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

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

The selected bidder must file a properly completed Form ST-220-CA (with OSC as the Contracting Agency within 48 hours of notification of selection for award) and Form ST-220-TD (with the DTF). These requirements must be met before a contract may take effect. Further information can be found at the New York State Department of Taxation and Finance's website, available through this link: [www.tax.ny.gov/pdf/publications/sales/pub223.pdf](http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf). Forms are available through these links:

- ST-220 CA: [http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf)
- ST-220 TD: [http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf)

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



#### 4.) **Assurances**

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

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

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

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

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

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

**Signatures Required**

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

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

**Signature Required**

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

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

**Signature Required**

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

## 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.

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

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

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

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

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

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

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, 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  
Albany, New York 12245  
Telephone: 518-292-5100

Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

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

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<http://esd.ny.gov/MWBE/directorySearch.html>

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 2012)

## 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 this 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 therein.
- 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 non-responsibility regarding the Contractor in the previous four years.
- D. Contractor certifies that no governmental entity or other governmental agency has terminated or withheld a procurement contract with the Contractor due to the intentional provision of false or incomplete information.
- E. Contractor affirms that it understands and agrees to comply with the procedures of the STATE relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6)(b).
- F. Contractor certifies that it is in compliance with NYS Public Officers Law, including but not limited to §73(4)(a).

#### Notices

Any written notice or delivery under any provision of this AGREEMENT shall be deemed to have been properly made if

sent by certified mail, return receipt requested to the address(es) set forth in this Agreement, except as such address(es) may be changed by notice in writing. Notice shall be considered to have been provided as of the date of receipt of the notice by the receiving party.

Miscellaneous

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

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.

**Appendix A-2: ARRA Additional Contract Record Keeping Requirements**

**American Recovery and Reinvestment Act of 2009 (ARRA)  
ADDITIONAL CONTRACT RECORD KEEPING REQUIREMENTS**

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

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

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

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

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

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

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

## Appendix B:

### Press Release Summarizing Focus District, Focus School, and Priority School Identifications

**70 Districts identified Statewide as Focus Districts, with 496 schools identified as Focus Schools, 221 schools identified as Priority Schools, and 249 schools identified as Reward Schools under ESEA Flexibility Waiver for 2012-13 School Year**

New York State Commissioner John B. King, Jr. today identified 70 districts as Focus Districts that must develop comprehensive plans to support improvement efforts in identified Focus and Priority Schools. The Commissioner also identified 249 high achieving and high progress schools as Reward Schools. The Commissioner's action was taken in accordance with the Elementary and Secondary Education Act (ESEA) waiver that New York received from the United States Department of Education in May.

Focus Districts were identified as a result of their low performance and lack of progress in ELA and math combined or graduation rates for one of more accountability groups (racial/ethnic groups, low-income students, English language learners, and students with disabilities). Districts could also be identified as Focus if one or more Priority Schools were identified within the district. Statewide, within the identified Focus Districts, 221 schools were identified as Priority Schools because of being among the lowest performance schools in the state and failing to demonstrate progress in ELA or math combined or because of their persistently low graduation rates. Within these districts, 496 schools were identified as Focus Schools based on a requirement that a Focus District identify a minimum number of schools upon which the district would focus its intervention and supports in order to improve student performance in a district's area(s) of identification. Eight charter schools were also identified as Focus Charter Schools, two charter schools were identified as Priority Charter Schools and two were identified as Reward Charter Schools. **For the complete list of Focus Districts and Schools, and Priority Schools, please visit the following website:** <http://www.p12.nysed.gov/accountability/ESEADesignations.html>

On May 29, 2012, the United States Department of Education (USDE) approved New York's ESEA Flexibility Request. The approved flexibility request can be found at <http://www.p12.nysed.gov/accountability/ESEAFlexibilityWaiver.html>. New York's approved waiver called for the previous school and district accountability designations (i.e., improvement, corrective action, and restructuring) to sunset at the end of the 2011-12 school year. Beginning with the 2012-13 school year, new designations have been implemented that include the identification of Focus Districts, and Priority and Focus Schools, and Reward Schools. As a result of this change, fewer schools will be in accountability status compared to the 2011-12 school year, but interventions and supports will be more intensive and extensive.

These designations were based on the percentage of students who demonstrated college- and career-readiness performance in ELA and math. In addition, in Grades 4-8 measures of student growth in ELA and math were also taken into account in determining the accountability status of schools and districts.

#### Focus Districts and Focus Schools

In order to receive approval for an ESEA Flexibility Waiver, states were required to identify Priority Schools and Focus Schools. Priority Schools are among the lowest five percent in the State in terms of combined English language arts and mathematics performance that are not making progress, as well as those schools that have graduation rates below 60% for the last several years. Schools that were previously identified as Persistently Lowest Achieving and received School Improvement Grants in the 2011-12 school year were also identified as Priority Schools.

Under New York's waiver, the State Education Department first identifies Focus Districts and these districts, in turn, work with the State Education Department to identify their Focus Schools. Focus Districts are those in which the performance of an accountability group (i.e., racial/ ethnic groups, low-income students, English language learners, and students with disabilities) is among the lowest performing in the State for English language arts or mathematics combined and in which the accountability group is not making progress. A district may also be identified if an accountability group is among the lowest performing in the State for graduation rate.

In order to guide districts in their designation of Focus Schools, the New York State Education Department (SED or “the Department”) provided each identified district with four options when creating their lists:

- Option 1: Select the minimum number of schools from SED list, ranked ordered based on the count of non-proficient and non-graduate results (List A).
- Option 2: Select the minimum number of schools based on SED list, ranked ordered based on the percentage of non-proficient and non-graduate results (List B).
- Option 3: Select the minimum number of schools from a combination of schools on List A and B; OR minimum number of schools from List A and/or B plus district-selected schools; OR select more than the minimum number of schools from List A and/or List B and/or district-selected schools.
- Option 4: Select all schools in district.

Sixteen districts chose to identify all of their schools as Focus Schools; 16 chose Option 1; 15 chose Option 2; and 20 districts chose Option 3 and sent in a list comprised of schools they recommended for Focus School identification. Two districts were provided with schools that were below the cut points to serve as their Focus Schools. One Special Act District will not be required to serve any Focus School, but will serve one Priority School.

Focus Districts must create and implement District Comprehensive Improvement Plans (DCIP) that outline how the district will use Federal ESEA as well as other funds to promote the academic achievement of the accountability groups identified within the district. Focus Districts will have new funding options as a result of the waiver, as there is no longer a requirement to offer Supplemental Educational Services (SES) to students who attend Title I identified schools. Focus Districts will now use a 5 to 15 percent set-aside to fund district and school level activities described within the District Comprehensive Improvement Plan targeted towards increasing the academic achievement of the identified subgroups. Each Focus District will be visited by a State Education Department Integrated Intervention Team that will use a Diagnostic Tool for District and School Effectiveness to assist the district and its schools in developing and implementing improvement plans based on six tenets of educational effectiveness.

Priority Schools

Priority Schools are among the lowest performing 5 percent of schools in the state and will be identified once during the three year period of the waiver. Priority Schools are required to develop and implement, no later than the 2014-15 school year, whole school reform models that address the USDE’s Turnaround Principles. Districts with Priority Schools have several funding resources to support implementation of whole school reform plans. First, if districts can demonstrate the capacity to implement one of four federal intervention models (turnaround, transformation, closure, or restart), districts can receive 1003(g) School Improvement Grant funds of up to \$2 million per school, per year, for three years. Second, through Race to the Top (RTTT) funds, districts can apply for and receive funds to increase district capacity through the District Systems Supports grant. The RTTT School Innovation Fund provides districts with Priority Schools with grants to implement innovative whole school reform models in the schools that need them most. Finally, districts may use their ESEA set-aside funds to support implementation of whole school reform models.

Reward and Recognition Schools

The Department identified 249 schools in 163 districts as Reward Schools. Reward Schools are either schools that have made the most progress or schools that have the highest achievement in the state and do not have significant gaps in student achievement that are not being closed. Five (5) schools will each be awarded up to a maximum of \$150,000 each year for two years and up to \$300,000 for the entire grant period. Additionally, after consultation with representatives of Reward Schools, Department staff will present to the Board of Regents options for consideration by which Reward Schools may seek expanded and/or expedited variances from certain provisions of the Commissioner’s Regulations beginning in the 2013-14 school year. In the fall of 2012, SED will also identify Recognition Schools. These are schools that meet most, but not all, of the Reward School criteria.

2012-13 School Accountability Summary (Excluding Charters)		
ESEA Waiver Category	Statewide,	NYC Only

	including NYC	
Focus Districts	70	31*
Focus Schools**	496	232
Priority Schools**	221	122
Total Focus and Priority Schools	717	354
Reward Schools**	249	55

- \* The New York City School District is one of the 70 that has been identified as a Focus District. Under the ESEA waiver, each of the 32 community school districts is then analyzed to determine if it will be subject to the Focus District requirements. All community school districts, except for Community School District 31 (Staten Island) were determined to be subject to Focus District requirements.
- \*\* Excludes two charter Priority Schools, eight charter Focus Schools, and two Charter Reward Schools.

Additional Information:

For more information on the methodology used to identify Focus Districts, Focus Schools, Priority Schools, and Reward Schools, please visit: <http://www.p12.nysed.gov/accountability/ESEAMaterials.html>

For more information on the requirements for Focus Districts, Focus Schools, Priority Schools and the resources available to them, please visit: <http://www.p12.nysed.gov/accountability/ESEAFlexibilityWaiver.html>.

For more information on the District Comprehensive Improvement Plan or the Comprehensive Education Plan please visit: <http://www.p12.nysed.gov/accountability/ESEAFlexibilityWaiver.html>.

## Appendix C.1 – Diagnostic Tool for School and District Effectiveness On-site Visit Summary

### Overview of the School Review

The review will be carried out by an Integrated Intervention Team (IIT) composed of New York State Education Department (NYSED) reviewers and/or consultant reviewers over a period of one, two or three days. The length of the review will depend on the accountability identification status or the size of the school. Approximately six weeks before the IIT visits a school, members of the school community—specifically, students, teachers and parents—will respond to a survey. All reviewers will receive the survey results prior to the start of the school review. The IIT will use the information to identify the **potential** strengths and areas for improvement in the school. Also, the results will serve to provide a contextual background for the school visit. Prior to the school review, the team will conduct a document review of the school’s assessment data, teacher schedules and the school-completed “School Information” document.

Prior to the start of the review, the principal, in consultation with the lead reviewer of the IIT, will draft a schedule for the review. The schedule may be adjusted by either the school or the lead reviewer of the IIT during the initial meeting of the review. The schedule should remain flexible as long as all essential components of the review are completed in a time-appropriate manner. Below is a summary of the essential components of the review that must be scheduled to take place throughout the one-day, two-day or three-day review process:

- **Principal Interviews** – The IIT will meet with the principal at the beginning of each day, conduct midday check-ins as necessary, ask clarifying questions at the end of each review day and facilitate a debriefing session. Principal interviews will continue on the second and third days of multi-day reviews.
- **Document Review** – School data set, demographic information, school schedule, all curriculum plans, professional development plans, teacher observation feedback, as well as human resources information and budget data may be reviewed during the document review event.
- **Classroom Visitations** – Each reviewer will visit seven to ten classes.
- **Focus Groups** – Members of the IIT will meet with focus groups that are composed of:
  - Students in both a large group setting and in a small group with no more than five students. Students of the small group meeting should bring their work folders or portfolios to the meeting;
  - Teachers and Student Support Staff meetings; and
  - Students’ family members
- **Observations** – Grade/subject-level teacher meetings focused on looking at student work where teachers discuss findings and create an action plan to address the findings.

The IIT will visit the school and collect first-hand evidence using the resources and visitation tools provided in this handbook. At the end of day one, the IIT will reflect on and discuss the initial findings of day one (and day two for three-day reviews). At the end of day two (or day three for three-day reviews), the team will provide preliminary findings to the school during the debriefing session. Throughout the visit, the reviewers will complete the classroom visitation template for the specific classes at the school (General Education, Self-Contained and/or ESL-Focused group setting, Transitional Bilingual Setting Classroom, Dual Language Setting, Self-Contained Special Education and/or ICT Setting Classroom Visitation). The template will be used to record notes and the evidence of occurrences within a particular classroom, by utilizing key concepts for classroom visits as a guide. As the visitation tools may be audited later for purposes of calibration assurance, it is essential that the documents are carefully kept and stored after the submission of the second draft of the report. Following the visit, the lead reviewer is responsible for producing a written report using the School Review Report template, which is closely aligned to the rubric. Evidence to support findings will be included for each of the tenets, and the school will receive an overall rating for each tenet section but will not receive an aggregate rating for the school. Using the High Effective, Effective, Developing and Ineffective (HEDI) scoring framework, the IIT will complete the score for each tenet statement of practice that will ultimately lead to an overall rating for a tenet that is either Highly Effective, Effective, Developing or Ineffective. Lead reviewers on the IIT will be responsible for completing the report.

### School Effectiveness Review Steps

The NYSED school effectiveness reviews consist of six steps:

- Step 1: Pre-Review Document Review
- Step 2: Survey Administration
- Step 3: School Site Process
- Step 4: The School Effectiveness Report and Calibration Assurance Process
- Step 5: School Verification
- Step 6: Final Publishing of Report

### **Pre-Review Document Analysis and Preparation**

In preparation, the IIT will need to spend time prior to the visit carefully reviewing all of the provided documentation. This information will provide focus for the time spent in school and simplifies evidence gathering by setting up questions that drive the direction and level of questioning throughout the review. It is essential to analyze all pre-review documentation in an efficient and effective way. The lead reviewer on the IIT will be responsible for ensuring that the components of the pre-review process are completed with fidelity and must convene the IIT at least four weeks prior to review to discuss and map out the review process, identify key questions, and review the resources and tools to be used during the review.

Additionally, the lead reviewer must make contact with the principal of the school three months prior to the review to discuss the expectations of the visit and request the data and/or supporting information the team will need to complete the review process. The School Review Timeline must be used to ensure that the review process is on track and conducted as seamlessly as possible.

### **Step 1: Pre-Review Document Review**

The lead reviewer will assign each reviewer pre-review documents to synthesize and create inquiry questions to share with the team approximately two weeks prior to the school review. Pre-review documents will include:

- The most recent NYSED school review report.
- A completed “School Self-Assessment” form. This form will provide the team with information about the school’s personnel, student assessment data, student demographics, attendance averages for both students and teachers, and a concise synopsis of the school’s current goals for improvement or sustainability.
- The current teacher and school schedules submitted, so that reviewers are familiar, prior to the school’s review, with how the school day is organized. The schedules will also be an indication of how the school leader is using resources to support student growth and achievement.
- Class rosters and a school organization sheet submitted by the school, so that the surveys can be created and coded before being mailed to the school.

### **Step 2: Survey Administration**

The information from the student, teacher and parent surveys provides reviewers with access to the perspectives of the school community and complements the discussions that are held with small groups of students, parents and teachers. The survey results serve as a foundation for those discussions. It gives the reviewer a chance to examine responses that are either significantly above the average response or significantly below, and to probe the reasons for these responses. Teacher surveys focus on their perceptions of the students, parents and school leadership, and how they perceive they are being supported and growing as professionals. Student surveys focus on engagement and teacher effectiveness. The parent surveys focus on their perception about how they are perceived by the school community, welcomed by the school staff and encouraged to be a partner in their child’s educational experience.

- Surveys will arrive to the school approximately two weeks after the class rosters and organization sheet are sent to the survey distributor.
- The principal should take note of when the surveys must be mailed back to the survey distributor.
- Once the surveys are received at the school, the principal should begin to immediately distribute them to the teachers. Principals should identify a time of day where the entire student body will be engaged in responding to the surveys. Students in classes lower than third grade will need their surveys administered in a one-on-one scenario. Principals and teachers should account for this necessity and map the administration time backwards to ensure that the surveys are ready to be sent to the distributor at the appropriate time.
- Parent surveys should be sent home with a letter explaining that the school is being reviewed by NYSED and their input is greatly needed. A sample of the letter may be found in the School and District Effectiveness Review Principal Guide.
- Parents are asked to return their surveys to the school in a sealed envelope. The school should provide a secure and convenient location for parents to drop off their surveys or for teachers to submit surveys that have been returned to them by students.
- By the appointed date specified in the survey packet, principals must place all of the surveys in the pre-addressed envelope and send this to the survey distributor.
- The survey distributor will analyze the responses and send the link to access the reports of the findings to the NYSED survey administrator.
- The NYSED administrator will forward the link to the review team, school principal and district representative.



### **Step 3: School Site Visit**

- The review team arrives at the school no later than 15 minutes prior to the first scheduled event.
- The lead reviewer introduces the team to the principal, school and district representatives.
- The team reviews the agreed upon schedule with the principal.
- The lead reviewer reminds the principal that the schedule must remain flexible to accommodate any unforeseen circumstances (such as teacher absences or school schedule changes).
- Reviewers visit seven to ten classes accompanied, when possible, by a school leader spending 20-30 minutes in each classroom. The reviewer chooses all classrooms on the first day, and there is a conversation between the reviewer and principal around the selection of classes for day two. The lead reviewer will inform the principal of the classes to be visited on the day of the review. Where possible, the IIT selects a cross section of grades, subjects, English language learners, special education students, strong teachers and possibly an improved teacher as a result of an intervention. The reviewer should be provided with opportunities for conversations to occur with classroom teachers prior to, or immediately after, the actual classroom visit. This will provide context for the visit and allow the teachers to articulate what was expected in the lesson.
- A representative from the review team will conduct a:
  - One-hour meeting with the student support staff pre-selected and mutually agreed upon by the lead reviewer and principal.
  - One-hour meeting with parents who have been pre-selected and mutually agreed upon by the principal and lead reviewer.
  - Period-long meeting with a vertical teacher group. This group should represent every grade and subject in the school. In the case of elementary schools, a representation of cluster (specialists) may join the vertical teacher group, but a representation of every cluster subject is not necessary.
  - Observe a grade/subject team's meeting focused on student work and action plans to address the findings of the work.
- A reviewer from the IIT team will meet with a:
  - Large group of eight to ten students. A counselor from the school should attend this meeting.
  - Small group of three to five students to discuss the students' work products evident in their work folders/portfolios. A school counselor should be present at this meeting.
- The IIT team will conduct several interviews with the school principal throughout the process to ensure that there is a continuous flow of communication. There will be end-of-day debriefs on day one for two-day reviews or days one and two for reviews scheduled for three days.
- Conduct the formal last-day debriefing session, leaving the school/district representatives with the debriefing report.

### **Step 4: The School Effectiveness Report and Calibration Assurance Process**

- The lead reviewer will facilitate a meeting of the review team to debrief their findings and evidence of the school review.
- Following the debrief with the lead reviewer, the review team submits their individual "Summary of School Review" form.
- The lead reviewer synthesizes the information provided on the "Summary of School Review" forms to create a "School Review Report."
- A draft of the report is submitted to the calibration assurance reader assigned to the review.
- The calibration assurance reader will return the review for edits.
- The lead reviewer will facilitate the edit process and resubmit the report to the calibration assurance reader.
- If the edits are acceptable, the report is forwarded to the school for review and verification of the "School Information" sheet.
- If the edits are not acceptable, the report is returned to the lead reviewer for further editing.
- The lead reviewer facilitates the edit process and resubmits the report to the calibration assurance reader.

### **Step 5: School Verification**

- Once the school verifies the information and the edits are acceptable, the review is submitted to the senior manager for approval.

### **Step 6: Final Publishing of Report**

- Once the senior manager approves the report, it is published on the NYSED website.

# Overview of District Review

The review will be carried out by an Integrated Intervention Team (IIT) comprising New York State Education Department (NYSED) reviewers and/or consultant reviewers over a period of one or two days. The length of the review will depend on the accountability identification status of the schools in the district. The district review will occur either prior to or concurrent with the first school review within the district.

Approximately four weeks prior to the district review, the team will collect the district information sheet and other information to review the district’s assessment data and the school’s performance.

Prior to the start of the review, the superintendent, in consultation with the lead reviewer of the IIT, will draft a schedule for the review process. The schedule may be adjusted by either the district or the lead reviewer of the IIT during the initial meeting of the review. The schedule should remain flexible as long as all essential components of the review are completed in a time-appropriate manner. Below is a summary of the essential components of the review that must be scheduled to take place throughout the one-day or two-day review process:

- **Superintendent Interview**- The IIT will meet with the superintendent during the beginning of the first day of the review to inquire about the superintendent's vision for the district, with a focus on student achievement. During subsequent days of the review, periodic check-ins with the superintendent can take place to clarify any information emerging from district events.
- **Document Review** – District data set, demographic information, curriculum plans, professional development plans, district information, as well as human resources information and budget data that impacts the ways in which schools are supported.
- **District Cabinet Focus Group** – The purpose of this group interview is to give the district’s senior management an opportunity to convey how the district works collaboratively to support schools, students and parents.
- **Human Resource Interview** – The human resource interview is the process that should lead to a greater understanding of how the district’s vision for high, consistent student achievement is connected to staffing and strategic plans aligned to recruitment, development and retention.
- **Fiscal Management Interview** – Much like the human resource interview, the fiscal management interview will focus on how the district’s vision connects the needs of schools to fiscal policies and strategic planning.
- **Student Support Interview** – The student support interview will focus on how the district considers the expertise level of school support staff to effectively support teachers, parents and students.
- **Curriculum and Instruction Interview** – This team interview will take place with the team that supports schools’ development and use of a standards-aligned curriculum, implementation of NYSED-released modules, and movement toward teachers and school leaders understanding and delivering Common Core Learning Standards based lessons to students.
- **Professional Development** – The meeting with this team will focus on the professional development delivered and offered to school staff.

As the visitation tools may be audited later for purposes of quality assurance, it is essential that the documents are carefully kept and stored after the submission of the second draft of the report. Following the visit, the lead reviewer is responsible for producing a written report using the District Review Report template, which closely aligns to the rubric. Evidence to support findings will be included for each of the tenets, and the district will receive an overall rating for each tenet section but will not receive an aggregate rating for the district performance. Using the Highly Effective, Effective, Developing and Ineffective (HEDI) scoring framework, the IIT will complete the score for each tenet statement of practice that will ultimately lead to an overall rating for a tenet that is either Highly Effective, Effective, Developing or Ineffective. Lead reviewers on the IIT will be responsible for completing the report.

**The Steps of the District Effectiveness Review**

The NYSED district effectiveness reviews consist of six steps:

- Step 1: Pre-Review Document Review
- Step 2: District Site Process
- Step 3: Summary of Findings Based on District Events and Synthesis of School Findings
- Step 4: The District Effectiveness Report and Calibration Assurance Process
- Step 5: District Verification
- Step 6: Final Publishing of Report

**Pre-Review Document Analysis and Preparation**

In all cases, IIT will need to spend time prior to the visit carefully reviewing all of the provided documentation to be suitably prepared. This information will provide focus for the time spent in districts and simplify evidence-gathering by setting up questions that drive the direction and level of questioning throughout the review. It is essential to analyze all pre-review documentation in an efficient and effective way. The lead reviewer on the IIT will be responsible for ensuring that the components of the pre-review process are completed with fidelity, and must convene the IIT no later than four weeks prior to the review to discuss and outline the review process, identify key questions, and go over the resources and tools to be used during the review.

Additionally, the lead reviewer must make contact with the principal/district three months prior to the review to discuss the expectations of the visit and request the data and/or supporting information that the team will need to complete the review process. The District Review Timeline document must be used to ensure that the review process is on track and conducted as seamlessly as possible.

**Step One:**

The lead reviewer will assign each reviewer pre-review documents to synthesize and create inquiry questions to share with the team approximately two weeks prior to the district review. The pre-review documents will consist of:

- The most recent NYSED district review report;
- A completed “District Self-Assessment” form which provides the team with information about the district’s personnel, student assessment data, student demographics, attendance averages for both students and teachers, and a concise synopsis of the district’s current goals for improvement or sustainability; and
- A district organization sheet that explains how the district is organized and functions.

**Step Two: District Site Visit**

- The review team arrives at the district no later than 15 minutes prior to the first scheduled event.
- The lead reviewer introduces the team to the superintendent and district representatives.
- The team reviews the agreed upon schedule with the superintendent.
- The lead reviewer reminds the superintendent that the schedule must remain flexible to unforeseen circumstances (such as staff absences or district emergencies).
- A reviewer from the review team will conduct a 60-90 minute meeting with the:
  - Superintendent;
  - District Cabinet pre-selected by the superintendent;
  - Student support staff pre-selected and mutually agreed upon by the lead reviewer and superintendent;
  - Human Resource personnel pre-selected and mutually agreed upon by the lead reviewer and superintendent;
  - Fiscal Management personnel pre-selected and mutually agreed upon by the lead reviewer and superintendent;
  - Curriculum and Instruction personnel pre-selected and mutually agreed upon by the lead reviewer and superintendent; and
  - Professional development staff pre-selected and mutually agreed upon by the lead reviewer and superintendent.

**Step Three: The Summary of Findings Based on District Events and Synthesis of School Findings**

The IIT will identify and summarize their findings of the district visit based upon the district events. The IIT will also synthesize the major findings of strengths and recommendations of the schools reviewed within the district. The reviewers will also include the synthesis of the schools’ staff perceptions of how the district supports efforts to address student needs across each of the tenets.

**Step Four: The District Effectiveness Report and Calibration Assurance Process**

- The lead reviewer will facilitate a meeting of the review team at which they will review their findings and evidence of the district review.
- A draft of the review is submitted to the calibration assurance reader assigned to the review.
- The calibration assurance reader will return the review for edits.
- The lead reviewer facilitates the edit process and resubmits the report to the calibration assurance reader.
- If the edits are acceptable, the report is forwarded to the district for review and verification of the “District Information” sheet.
- If the edits are not acceptable, the report is returned to the lead reviewer for further editing.
- The lead reviewer facilitates the edit process and resubmits the report to the calibration assurance reader.

**Step Five: District Verification**

- Once the district verifies the information and the edits are acceptable, the review is submitted to the senior manager for approval.

**Step Six: Report**

- Once the senior manager approves the report, it is published on the NYSED website.

## Appendix C.2 – Diagnostic Tool for School and District Effectiveness Rubric

### COMPREHENSIVE SCHOOL RUBRIC FOR DTSDE TENETS

#### New York State Education Department Diagnostic Tool for School and District Effectiveness

*Tenet 2 - School Leader Practices and Decisions: Visionary leaders create a school community and culture that lead to success, well-being and high academic outcomes for all students via systems of continuous and sustainable school improvement.				
Statements of Practice	Highly Effective	Effective	Developing	Ineffective
<b>Statement of Practice 2.2:</b> Leaders ensure an articulated vision, understood and shared across the community, with a shared sense of urgency about achieving school-wide goals aligned with the vision as outlined in the School Comprehensive Educational Plan (SCEP).	a) The school community shares and promotes a distinctive and robust vision for student achievement and well-being based on data and holds itself accountable for working as a community to realize this vision as outlined in its SCEP and other school improvement documents. b) The vision is created and enthusiastically supported by staff, families and students such that it is uniformly seen, heard and known across the community. c) The school community develops and works toward specific, measurable, ambitious, results oriented and timely goals that reflect urgent priorities and ensure the realization of the vision.	a) The school community shares a vision concerning student achievement and well-being and for how they want to work as a community to realize this vision as outlined in the SCEP and other school improvement documents and data. b) The vision is created by a select group of staff and families and is supported by the school community such that it is uniformly seen, heard and known across the community. c) The school community develops and works toward specific, measurable, ambitious, results oriented and timely goals that reflect priorities that are aligned with the vision.	a) The school community has a vision for student achievement and well-being and is in the process of developing shared ownership and ways to incorporate findings from the school's data. b) The vision created is gaining more support with the staff, families and students across the community. c) The school community developing and working toward specific, measurable, ambitious, results oriented and timely goals; these goals are not priorities aligned to the vision.	a) The school community has a vision, but it is misaligned to student achievement and well-being based on the school's data. b) The vision is unknown, not commonly understood and/or has not been shared with the staff, families and students across the community. c) The school community does not develop and work toward goals, or, if the community is working toward goals, they are not specific, measurable, ambitious, results oriented and timely.
<b>Statement of Practice 2.3:</b> Leaders effectively use evidence-based systems to examine and improve individual and school-wide practices in the critical areas (student achievement, curriculum & teacher practices; leadership development; community/family engagement; and student social and emotional developmental health) that make progress toward mission-critical goals.	a) The school leader models excellence in the creation and use of systems that are dynamic, adaptive and interconnected and lead to the collection and analysis of outcomes that will guide a cycle of continuous improvement and action. b) The school leader espouses and supports practices in all areas that impact a school and student progress and achievement that are self-generative, which include virtuous feedback loops and examples of best practices that lead to sustained high performance. c) The school leader creates—and, where appropriate, collaborates with staff and families to explicitly communicate—pertinent school goals that are timely, transparent and widely available to all stakeholders and used by them to improve the quality of student life.	a) The school leader encourages the staff to use systems that are dynamic, adaptive, interconnected and lead to the collection and analysis of outcomes. b) The school leader espouses and supports practices in areas that impact a school and student progress and achievement, which include feedback loops and examples of best practices connected to student achievement. c) The school leader communicates pertinent school goals that are timely, transparent and widely available to all stakeholders.	a) The school leader encourages the staff to use systems that lead to the collection and analysis of outcomes. b) The school leader expects staff to use best practices related to school and student progress and achievement. c) The school leader is working on developing school goals and putting steps into place to communicate them to all stakeholders.	a) The school leader does not encourage the staff to use systems that lead to the collection and analysis of outcomes. b) The school leader expects the staff to use best practices, but has not clearly articulated what and how those practices are; nor has the leader provided space for the staff to identify the best practices. c) Creating school goals is not a priority, or the school leader has not communicated the goals to the stakeholders.
<b>Statement of Practice 2.4:</b> Leaders make strategic decisions to organize resources concerning human, programmatic and fiscal capital so that school improvement and student goals are achieved.	a) The school leader strategically recruits, hires (and, where the district makes the hiring decisions, the school leader ensures that the appropriate staff is assigned to the school) and sustains personnel. The leader also uses partnerships with organizations to create a pool of internal and external human capital that enables the school to creatively, equitably and adequately meet the academic and social needs of all students. b) The school leader creates and uses robust systems and structures that afford students and teachers the ability to fully	a) The school leader recruits, hires (and, where the district makes the hiring decisions, the school leader ensures that the appropriate staff is assigned to the school) and sustains personnel that enable the school to meet the academic and social needs of the students and school. b) The school leader creates and uses generic systems and structures for programming students and teachers that address student achievement, and	a) The school leader aspires to hire, but has not taken the appropriate steps to secure personnel that will allow the school to meet the academic and social needs of the students; where the district makes the hiring decisions, the school leader has not clearly articulated the school's needs. b) The school leader uses static systems and structures for programming students and teachers that do not address the changing needs of student	a) The school leader does not link the hiring of personnel with the need to meet the academic and social goals of students, and where the district makes the hiring decisions, the school leader does not communicate with the district about hiring needs. b) The school leader does not have established systems and structures for programming students and teachers

\*Note: In addition to the above tenet and statements of practice, districts and schools must align all improvement plans with the performance of students with disabilities and English language learner sub-groups, as well as any other sub-group of students not performing well or who have a significant achievement gap compared to other groups of students within their school and district.

\*\*Note: Statements of practice 2.1, 3.1, 4.1, 5.1 and 6.1 measures how the school perceives the district's efforts with supporting the school's effort in this area.

\*\*\*Note: Curriculum appropriately aligned to the Common Core Learning Standards will be determined by schools having a robust and active plan addressing the expectations articulated in New York's Vision and Metrics for Implementing CCSS, APPR and DDI for SY 2012-2013 located at <http://www.engageny.org/sites/default/files/resource/attachments/ccss-appr-and-ddi-workbook-for-network-teams-implementation.pdf>

	benefit from a flexible and thoughtful program, which includes a creative extended learning time program that is aligned to student achievement. c) The school leader consistently analyzes the fiscal capital available to the school community, making critical and strategic decisions to fund targeted efforts that are aligned to school-wide goals, and considers the needs of all students and staff members on an ongoing basis.	incorporates an extended learning time program. c) The school leader analyzes the fiscal capital available to the school community to make funding decisions that address the school goals once a year.	achievement. c) The school leader considers the fiscal capital available to the school community with the intent to connect it with school goals in the future.	connected to student achievement. c) The school leader does not connect the use of fiscal capital and school goals.
<b>Statement of Practice 2.5:</b> The school leader has a fully functional system in place to conduct targeted and frequent observations; track progress of teacher practices based on student data, feedback and professional development opportunities; and hold administrators and staff accountable for continuous improvement.	a) The school leader and other school administrators have developed and implemented an explicit and widely communicated system for frequently observing targeted teacher practices throughout the school year that result in relevant feedback and individualized teacher improvement plans. b) The school leader and other school administrators strategically use student data over time, feedback from formal and informal observations, and professional development opportunities connected to improvement plans and conversations to assess and adjust supports provided to teachers and other staff members. c) The school leader conducts periodic check-ins of other school administrators (especially administrators supervising subgroups of students who are experiencing achievement and developmental lags, i.e., special education and English language learner supervisors) and staff members that lead to a clear understanding of the next steps, aligned to their improvement plan, that are necessary to be able to yield a positive year-end evaluation rating.	a) The school leader and other school administrators have developed and implemented a system for frequently observing targeted teacher practices throughout the school year that result in relevant feedback and teacher improvement plans. b) The school leader and other school administrators use student data, feedback from formal and informal observations, and professional development opportunities connected to improvement plans and conversations to provide supports to teachers and other staff members. c) The school leader conducts periodic check-ins of other school administrators (especially administrators supervising subgroups of students who are experiencing achievement and developmental lags, i.e., special education and English language learner supervisors) and staff members that lead to an understanding of the next steps that are necessary to be able to yield a positive year-end evaluation rating.	a) The school leader and other school administrators are planning to develop a system for frequently observing teachers that will result in relevant feedback and teacher improvement plans. b) The school leader and other school administrators use feedback from formal and informal observations to provide supports to teachers and other staff members. c) The school leader conducts check-ins of specific staff members, but does not align the findings of the check-ins to improvement steps necessary to yield a positive year-end evaluation rating.	a) The school leader and other school administrators have no formal plans for frequently observing teachers, do not have teacher improvement plans or conversations about teacher improvement plans are not prioritized. b) The school leader and other school administrators do not connect information about student data or former feedback to the development of supports provided to teachers and other staff members. c) The school leader does not conduct periodic check-ins of staff and administrators, and the steps necessary for positive year-end evaluation ratings are not known or communicated.
<b>*Tenet 3 - Curriculum Development and Support: The school has rigorous and coherent curricula and assessments that are ***appropriately aligned to the Common Core Learning Standards (CCLS) for all students and are modified for identified subgroups in order to maximize teacher instructional practices and student-learning outcomes.</b>				
<b>Statements of Practice</b>	<b>Highly Effective</b>	<b>Effective</b>	<b>Developing</b>	<b>Ineffective</b>

\*Note: In addition to the above tenet and statements of practice, districts and schools must align all improvement plans with the performance of students with disabilities and English language learner sub-groups, as well as any other sub-group of students not performing well or who have a significant achievement gap compared to other groups of students within their school and district.

\*\*Note: Statements of practice 2.1, 3.1, 4.1, 5.1 and 6.1 measures how the school perceives the district’s efforts with supporting the school’s effort in this area.

\*\*\*Note: Curriculum appropriately aligned to the Common Core Learning Standards will be determined by schools having a robust and active plan addressing the expectations articulated in New York’s Vision and Metrics for Implementing CCSS, APPR and DDI for SY 2012-2013 located at <http://www.engageny.org/sites/default/files/resource/attachments/ccss-appr-and-ddi-workbook-for-network-teams-implementation.pdf>

<b>Statement of Practice 3.2:</b> The school leader and staff support and facilitate the quality implementation of rigorous and coherent curricula appropriately aligned to the CCLS in Pre K-12.	a) The school leader and staff provide consistent, systematic, and timely individualized and group professional development support to all teachers across grades and subjects to ensure that pertinent decisions are made about the delivery of the curricula. b) The school leader fosters a culture where teachers ensure that the implemented CCLS curricula are dynamic and address what students need to know in order for the school-wide goals to be achieved. c) The school uses cohesive and comprehensive curricula that include clear, descriptive units of studies appropriately aligned to the CCLS and consider what students need to know across all grades to become college and career ready.	a) The school leader and staff provide consistent and systematic support to all teachers across grades and subjects appropriately aligned to rigorous and coherent CCLS curricula. b) The school leader and teachers work to ensure that the implemented curricula are appropriately aligned to the CCLS. c) The school uses cohesive and comprehensive curricula that include clear, descriptive units of studies appropriately aligned to standards and consider what students need to know across all grades.	a) The school leader and staff provide curriculum support that does not target the expectations set forth in the CCLS. b) The school leader and staff use of curricula focuses on standards that are not CCLS-appropriately aligned. c) The school uses curricula that consider standards and what students need to know.	a) The school leader and staff do not provide curriculum support to teachers. b) The school leader and staff use of curricula are static and are not appropriately aligned to standards. c) The school has plans for teaching students that are not aligned to any standards.
<b>Statement of Practice 3.3:</b> Teachers ensure that unit and lesson plans that are appropriately aligned to the CCLS coherent curriculum introduce complex materials that stimulate higher-order thinking and build deep conceptual understanding and knowledge around specific content.	a) Teachers are supported so that their instructional expertise is developed and nurtured during regularly scheduled grade-level meetings, which are guided by targeted agendas based on student and school data to ensure that all unit plans across their grade/subject are appropriately aligned to the CCLS coherent curriculum and meet students’ needs. b) Teachers use pacing calendars and unit plans across all grades, content areas and classes that expose students to a progression of sequenced and scaffolded complex materials appropriately aligned to the CCLS that meet the learning needs of pertinent groups of students (i.e., special education and English language learners) so that they are able to achieve at high consistent rates. c) Teachers use CCLS appropriately aligned lesson plans that promote higher-order thinking skills in all groups of students and develop analytical, evaluative and reflective skills across content areas by providing supports and extensions necessary for student achievement.	a) Teachers formally participate in grade-level or other meetings to collaboratively create and examine coherent CCLS-appropriately aligned curriculum unit plans across their grade/subject. b) Teachers use appropriately aligned CCLS pacing calendars and unit plans across all grades, content areas and classes that expose students to a progression of sequenced complex materials. c) Teachers use CCLS-appropriately aligned lesson plans that promote higher-order thinking skills and help students analyze information.	a) Teachers formally participate in grade-level or other meeting opportunities to discuss unit plans across their grade/subject areas. b) Teachers use unit plans in classes that expose students to materials aligned to their grade. c) Teachers use lesson plans that are aligned to standards and appropriate for the grade and subject.	a) Teachers meet informally and/or have no systems or protocols for working on unit plans. b) Teachers use grade/subject materials that are not aligned to unit plans or pacing calendars. c) Teachers do not consistently use lesson plans to instruct students that are aligned to the standards or appropriately addresses the grade and subject.

\*Note: In addition to the above tenet and statements of practice, districts and schools must align all improvement plans with the performance of students with disabilities and English language learner sub-groups, as well as any other sub-group of students not performing well or who have a significant achievement gap compared to other groups of students within their school and district.

\*\*Note: Statements of practice 2.1, 3.1, 4.1, 5.1 and 6.1 measures how the school perceives the district’s efforts with supporting the school’s effort in this area.

\*\*\*Note: Curriculum appropriately aligned to the Common Core Learning Standards will be determined by schools having a robust and active plan addressing the expectations articulated in New York’s Vision and Metrics for Implementing CCSS, APPR and DDI for SY 2012-2013 located at <http://www.engageny.org/sites/default/files/resource/attachments/ccss-appr-and-ddi-workbook-for-network-teams-implementation.pdf>

<p><b>Statement of Practice 3.4:</b> The school leader and teachers ensure that teacher collaboration within and across grades and subjects exists to enable students to have access to a robust curriculum that incorporates the arts, technology and other enrichment opportunities.</p>	<p>a) The school has a culture where all teachers work in partnerships within and across grades and subjects vertically and horizontally on a regular basis targeting student development, what is taught and why it is taught. b) The school leader and teachers ensure that students are exposed to a rich CCLS-appropriately aligned academic curriculum that enables them to develop and demonstrate high cognitive abilities/competency in discovering, creating and communicating information using the arts, technology and other enrichment areas.</p>	<p>a) The school leader and staff create opportunities for all teachers to work in partnerships within and across grades and subjects vertically and horizontally on a regular basis targeting what is taught and why it is taught. b) The school leader and teachers ensure that students are exposed to a standards-based aligned curriculum that enables students to discover, create and communicate information using the arts, technology and other enrichment areas.</p>	<p>a) The school leader creates opportunities for specific teams of teachers to work horizontally across grades or subjects on a regular basis. b) The school leader has not ensured that students' exposure to the arts and technology is aligned to the implemented academic curriculum, which limits how students fully benefit from using the arts, technology and other enrichment areas.</p>	<p>a) Formal opportunities for teachers to meet across grades or subjects to plan and discuss strategies do not exist. b) The school leader has not taken measures to ensure that students are exposed to the arts, technology and other enrichment areas.</p>
<p><b>Statement of Practice 3.5:</b> The school leader and teachers develop a data-driven culture based on student needs, assessments and analysis, which leads to strategic action-planning that informs instruction and results in greater student achievement outcomes.</p>	<p>a) The school leader cultivates exemplary practices and models the collection and use of timely data (formative and summative assessments including screening, interim measures and progress monitoring) to assess school-wide effectiveness, identify student needs, and promote high levels of student learning and success. b) The school leader and teachers actively develop multiple points of assessments for students that immerse school teams in an in-depth analysis of assessment results and lead to the adaptation of instruction that is empirically/evidence based. c) The school leader and teachers collaboratively analyze collected data, leading to the development of comprehensive instructional plans for groups of students that capture current levels of student achievement, map out a clear and timely path for progress and growth, and engage students as active participants in their own learning.</p>	<p>a) The school leader collects timely data (formative and summative assessments including screening, interim measures and progress monitoring) and shares it with teachers and instructional staff so they can assess school effectiveness, identify student needs, and promote high levels of student learning and success. b) The school leader and teachers use assessment tools to identify patterns of student learning that lead to the adaptation of instruction. c) The school leader and teachers analyze collected data, leading to the development of instructional plans for groups of students that capture current levels of student achievement and map out a clear and timely path for progress and growth.</p>	<p>a) The school leader reviews limited data and informs teachers and instructional staff of student achievement levels. b) The school leader and teachers use summative assessments to identify patterns of student learning and inform instruction. c) The school leader and teachers' analysis of data leads to an adaptation of instructional plans based on the performance of specific students, which causes a misalignment of instruction for other students.</p>	<p>a) The school leader does not use data as a mechanism to assess student achievement levels. b) The school leader and teachers do not utilize assessment tools as a vehicle to identify patterns of student learning. c) The school leader and teachers struggle with the use of data, which impedes their ability to inform the development of instructional plans for students.</p>

\*Note: In addition to the above tenet and statements of practice, districts and schools must align all improvement plans with the performance of students with disabilities and English language learner sub-groups, as well as any other sub-group of students not performing well or who have a significant achievement gap compared to other groups of students within their school and district.

\*\*Note: Statements of practice 2.1, 3.1, 4.1, 5.1 and 6.1 measures how the school perceives the district's efforts with supporting the school's effort in this area.

\*\*\*Note: Curriculum appropriately aligned to the Common Core Learning Standards will be determined by schools having a robust and active plan addressing the expectations articulated in New York's Vision and Metrics for Implementing CCSS, APPR and DDI for SY 2012-2013 located at <http://www.engageny.org/sites/default/files/resource/attachments/ccss-appr-and-ddi-workbook-for-network-teams-implementation.pdf>



*Tenet 4 - Teacher Practices and Decisions: Teachers engage in strategic practices and decision-making in order to address the gap between what students know and need to learn, so that all students and pertinent subgroups experience consistent high levels of engagement, thinking and achievement.				
Statements of Practice	Highly Effective	Effective	Developing	Ineffective
<b>Statement of Practice 4.2:</b> Teachers use instructional practices and strategies organized around annual, unit and daily lesson plans to meet established student goals and promote high levels of student engagement and inquiry.	a) Teachers have a transparent, targeted plan that is informed by data (summative, interim, attendance, IEPs, NYSESLAT, etc.), grade-level and school-wide goals for all groups of students. b) Teachers use instructional practices and strategies that are aligned to plans and include accommodations for groups of students with disabilities and linguistic needs of English language learners/limited English proficient students to provide timely and appropriate instructional interventions and extensions for all students. c) Teachers create short- and long-term goals with learning trajectories for groups of students based on identified and timely needs that lead to student involvement in their own learning.	a) Teachers have a plan that is informed by data (summative, interim, attendance, IEPs, NYSESLAT, etc.) and grade-level goals for all groups of students. b) Teachers use instructional practices and strategies that are aligned to plans and include accommodations for groups of students with disabilities and linguistic needs of English language learners/limited English proficient students and provide instructional interventions to students that lead to inquiry and engagement. c) Teachers create short- and long-term goals for groups of students based on grade-level benchmarks and leads to student involvement in their own learning.	a) Teachers have a plan and are learning how to align it to class data. b) Teachers use instructional practices and strategies that are aligned to plans and provide instructional interventions to students. c) Teachers' established goals for groups of students are static and do not consider students' short- or long-term progress.	a) Teachers do not have plans that are based on data. b) Teachers use instructional practices and strategies that are neither aligned to a plan nor provide instructional interventions to students. c) Teachers have not established short or long-term goals for groups of students.
<b>Statement of Practice 4.3:</b> Teachers provide coherent, appropriately aligned CCLS-based instruction that leads to multiple points of access for all students to achieve targeted goals.	a) Teachers use instructional practices that are systematic and explicit, based on sequential lesson plans appropriately aligned to CCLS curriculum maps to instruct students, leading to high levels of achievement. b) Teachers use data and multiple strategies to provide students with a wide variety of ways to engage in learning so that the students can achieve their targeted goals.	a) Teachers use instructional practices appropriately aligned to CCLS curriculum maps to instruct students, leading to student achievement. b) Teachers provide students with a wide variety of ways to engage in learning that enable students to achieve their targeted goals.	a) Teachers use instructional practices that are aligned to standards but do not lead to increased student achievement. b) Teachers provide generic instruction to students that limits the ways in which students are able to access learning and achieve goals.	a) Teacher instruction is incoherent and not based on any lesson plans. b) Teachers' instruction is not purposeful or adaptive.
<b>Statement of Practice 4.4:</b> Teachers create a safe environment that is responsive to students' varied experiences, tailored to the strengths and needs of all students, and leads to high levels of student engagement and inquiry.	a) Teachers and students create environments by which students are citizens of their class and there is a common understanding of how one is treated, treats others and contributes to positive reinforcements of behaviors by using behavioral expectations that are explicitly taught. b) Teachers across the school use strategies that acknowledge diverse groups of students, provide access to learning and social opportunities, and encourage students to have a voice in their educational experience. c) Teachers and students stimulate deep levels of thinking and questioning through the use of instructional materials that contain high levels of text and content complexity.	a) Teachers create environments by which there is a common understanding and recognition of acceptable and safe behaviors by using behavioral expectations that are explicitly taught. b) Teachers use strategies that are sensitive to diverse groups of students and their needs, which provide access to learning and social opportunities. c) Teachers stimulate student thinking by asking questions that relate to instructional materials that contain high levels of text and content complexity.	a) Teachers put forth a plan for acceptable student behaviors that is inconsistently recognized by students. b) Some teachers provide opportunities to acknowledge diverse groups of students. c) Teachers ask questions that relate to generic instructional materials and foster a compliant classroom environment.	a) Teachers do not have an established set of expectations for student behavior. b) Teachers' strategies are not sensitive to students' needs and limit learning and social opportunities. c) Teachers ask lower-order thinking questions that do not garner student engagement.

\*Note: In addition to the above tenet and statements of practice, districts and schools must align all improvement plans with the performance of students with disabilities and English language learner sub-groups, as well as any other sub-group of students not performing well or who have a significant achievement gap compared to other groups of students within their school and district.

\*\*Note: Statements of practice 2.1, 3.1, 4.1, 5.1 and 6.1 measures how the school perceives the district's efforts with supporting the school's effort in this area.

\*\*\*Note: Curriculum appropriately aligned to the Common Core Learning Standards will be determined by schools having a robust and active plan addressing the expectations articulated in New York's Vision and Metrics for Implementing CCSS, APPR and DDI for SY 2012-2013 located at <http://www.engageny.org/sites/default/files/resource/attachments/ccss-appr-and-ddi-workbook-for-network-teams-implementation.pdf>

<p><b>Statement of Practice 4.5:</b> Teachers use a variety of data sources including screening, interim measures and progress monitoring to inform lesson planning, develop explicit teacher plans and foster student participation in their own learning process.</p>	<p>a) Teachers use summative and formative assessments including screening, progress monitoring, interim measures and outcome assessments to develop highly dynamic and responsive plans, based on students' strengths and needs. b) Teachers use a wide variety of relevant data sources to create robust lesson plans that account for student grouping and to determine the appropriate intensity and duration of instruction. c) Teachers provide frequent and relevant feedback to students based on the analysis of timely data, and students draw on the feedback so that they can reflect, adjust and assess their own progress.</p>	<p>a) Teachers utilize data sources and analyze the information provided from such sources to inform instructional decision-making, including student grouping and instructional strategies. b) Teachers use targeted plans to adjust student grouping and instructional strategies based on data for most students. c) Teachers provide frequent feedback to students based on the analysis of timely data and provide students with their next steps.</p>	<p>a) Teachers utilize data sources to inform instructional decision-making. b) Teachers have action plans for adjusting student groupings, but the plans lack specificity and do not provide targeted intervention for students requiring additional support. c) Teachers provide data-based feedback to students.</p>	<p>a) Teachers do not use assessments to inform instructional decision-making. b) Teachers do not use their action plans for grouping and adjusting their instruction, or they do not have action plans. c) Teachers do not use data to provide feedback to students, which makes the feedback inadequate.</p>
<p><b>*Tenet 5 - Student Social and Emotional Developmental Health:</b> The school community identifies, promotes, and supports social and emotional development by designing systems and experiences that lead to healthy relationships and a safe, respectful environment that is conducive to learning for all constituents.</p>				
<p><b>Statements of Practice</b></p>	<p><b>Highly Effective</b></p>	<p><b>Effective</b></p>	<p><b>Developing</b></p>	<p><b>Ineffective</b></p>
<p><b>Statement of Practice 5.2:</b> The school cultivates the development of overarching systems and partnerships that support and sustain social and emotional developmental health.</p>	<p>a) A deliberate system has been established that allows each child to be well known by a designated adult who coordinates social and emotional developmental health needs in a system that positively reinforces academic success for all students. b) There is a strategic and comprehensive system for referral and support for all students that effectively addresses barriers to social and emotional developmental health and academic success. c) The school strategically uses data to identify areas of need and leverages internal or external resources and cultivates partnerships that strongly impact the social and emotional developmental health of students.</p>	<p>a) A system has been established that allows each child to be known by a designated adult who coordinates social and emotional developmental health needs. b) There is a system for referral and support for all students that addresses barriers to social and emotional developmental health and academic needs. c) The school uses data to identify areas of need and cultivates partnerships that impact student social and emotional developmental health.</p>	<p>a) The school is developing a system to address the social and emotional developmental health needs of students. b) The school is developing a system of referral and support that addresses the social and emotional developmental health and academic success of students. c) The school use of data identifies surface areas of need connected to the social and emotional developmental health of students.</p>	<p>a) The school does not have a system to coordinate the social and emotional developmental health needs of students. b) The school does not have a system of referral and support, or the system in place is ineffective. c) The school does not use data to identify student areas of need connected to social and emotional developmental health.</p>
<p><b>Statement of Practice 5.3:</b> The school articulates and systematically promotes a vision for social and emotional developmental health that is connected to learning experiences and results in building a safer and healthier environment for families, teachers and students.</p>	<p>a) All school constituents can articulate a shared understanding of skills and behaviors that demonstrate social and emotional developmental health and how those behaviors are linked and lead to academic success. b) There is a rigorous and coherent curriculum/program in place that teaches, supports and measures social and emotional developmental health for students that results in all students demonstrating these skills and articulating a sense of belonging and ownership in the school community. c) There is a deliberate professional development plan that builds adult capacity to facilitate learning experiences and to support social and emotional developmental health for all students, resulting in a safe and healthy</p>	<p>a) All school constituents can articulate the skills and behaviors that demonstrate social and emotional developmental health and lead to academic success. b) There is a curriculum/program in place that teaches, supports and measures social and emotional developmental health for students that results in a significant number of students demonstrating these skills. c) There is professional development in place that builds adult capacity in supporting students' social and emotional developmental health that results in a safe, respectful learning community.</p>	<p>a) The school is developing an understanding of the skills and behaviors connected to social and emotional developmental health and how those behaviors are linked to academic success. b) The school is developing a curriculum/program to teach, support, and measure social and emotional developmental health for students, or there is a curriculum in place that is not clearly aligned to defined outcomes. c) The school is developing supports to build adult capacity in terms of supporting students' social and emotional developmental health.</p>	<p>a) The school has not identified skills and behaviors connected to social and emotional developmental health. b) The school does not have a curriculum or program in place to support social and emotional developmental health. c) The school does not provide professional development to support staff and faculty in supporting the social and emotional developmental health of students.</p>

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	environment that is conducive to learning across the school community and impacts student academic success.			
<b>Statement of Practice 5.4:</b> All school constituents are able to articulate how the school community is safe, conducive to learning and fosters a sense of ownership that leads to greater student outcomes.	<p>a) Across the school community, students are able to express that they feel safe, supported in their social and emotional developmental health growth, and have a voice in decisions that impact their lives as students (as developmentally appropriate).</p> <p>b) Across the school community, teachers articulate their investment in the school vision and how they have a voice in decisions that impact the school environment and student learning.</p> <p>c) Across the school community, parents are able to express how their children have demonstrated growth as a result of the school’s social and emotional developmental health support and how this support is tied to the school’s vision and students’ needs.</p>	<p>a) Across the school community, students express that they feel safe and supported in their social and emotional developmental health growth.</p> <p>b) Across the school community, teachers are able to articulate the school vision and how it is connected to student social and emotional developmental health and the role teachers play in achieving that vision.</p> <p>c) Across the school community, parents are able to express the work the school does that is linked to the social and emotional developmental health of their children and how this support is tied to the school’s vision.</p>	<p>a) Students express that the school supports their social and emotional developmental health, but they do not consistently feel safe—or students express that they feel safe but are unaware of where to turn for social and emotional supports.</p> <p>b) Among teachers, there is uncertainty regarding their role in supporting students’ social and emotional developmental health, and how it ties into the school vision or the limited awareness of the vision hinders teachers from making meaningful connections to student support.</p> <p>c) Parents are able to express how the school provides levels of social and emotional developmental health supports to students, but there isn’t a clear understanding of how the support connects to the school’s vision.</p>	<p>a) Students express that they do not feel safe and supported in their school community.</p> <p>b) Teachers are unable to articulate the school’s vision connected to social and emotional developmental health and/or do not express their role in supporting students.</p> <p>c) Parents are unable to express the school vision connected to social and emotional developmental health and/or express that they do not feel their children are supported.</p>
<b>Statement of Practice 5.5:</b> The school leader and student support staff work together to develop teachers’ ability to use data to respond to students’ social and emotional developmental health needs, so students can become academically and socially successful.	<p>a) The school leader and student support staff work collaboratively to develop a strategic plan to incentivize teachers’ use of a wide variety of data to address students’ social and emotional developmental health needs that align to academic and social success.</p> <p>b) The school leader provides time and space for teachers to work with other staff members so that a comprehensive action plan is developed and implemented, so students can become academically and socially successful.</p>	<p>a) The school leader and student support staff work with teachers to develop an understanding of how to use data to address students’ social and emotional developmental health needs that align to academic and social success.</p> <p>b) The school leader and student support staff expect staff members to use data to effectively address student needs.</p>	<p>a) The school leader encourages specific teachers to use data to address students’ social and emotional developmental health needs.</p> <p>b) The school leader is developing support systems to address the staff’s ability to meet student needs.</p>	<p>a) The school leader has not prioritized the need for systems that address how teachers and other staff use data to address students’ social and emotional developmental health needs.</p> <p>b) The school has no specific plan to support staff efforts to address student needs.</p>

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**\*Tenet 6 - Family and Community Engagement:** The school creates a culture of partnership where families, community members and school staff work together to share in the responsibility for student academic progress and social-emotional growth and well-being.

Statements of Practice	Highly Effective	Effective	Developing	Ineffective
<b>Statement of Practice 6.2:</b> The school atmosphere is welcoming and fosters a feeling of belonging and trust, which encourages families to freely and frequently engage with the school, leading to increased student success.	a) The school is a welcoming space and is responsive to families and community members and collaboratively designs an open-door policy to ensure appropriate access to school leaders and staff. b) The school community proactively cultivates trusting and respectful relationships with diverse families and community stakeholders. c) The school provides support to families by creating diverse and meaningful opportunities for volunteering and engaging with the school using multiple points of entry focused on student learning and development.	a) The school is a welcoming space and is responsive to families and community members and designs an open-door policy to ensure appropriate access to school leaders and staff. b) The school community espouses a trusting and respectful relationship with diverse families and community stakeholders. c) The school offers families opportunities for volunteering and engaging with the school focused on student learning and development.	a) The school welcomes families and provides opportunities to engage with staff during select times throughout the year. b) The school community encourages relationships with families and community stakeholders who are consistently visible/vocal at the school or whose children are in immediate need. c) The school delegates promoting volunteer opportunities to the parent association or other involved families at the school.	a) The school is welcoming to parents who can access English and parents who initiate the relationship. b) The school community does not prioritize relationships with families or the community. c) There are no efforts made to promote volunteers opportunities.
<b>Statement of Practice 6.3:</b> The school engages in effective planning and reciprocal communication with family and community stakeholders so that students’ strength and needs are identified and used to augment learning.	a) The school staff respects, acknowledges, and validates the diversity of the existing knowledge and culture held by families and community members and provides a space to celebrate the diversity. b) The school staff provides opportunities for purposeful, strategic and authentic dialogue about school achievement, development and improvement in all pertinent languages so that all parents can participate in the dialogue. c) The school staff regularly communicates and solicits family feedback concerning student achievement, needs, issues and concerns using multiple, interactive communication paths in all pertinent languages so that student achievement is increased.	a) The school staff respects and acknowledges the diversity of the existing knowledge and culture held by families and community members. b) The school staff communicates about school issues and concerns in all languages so that all parents are aware of the communication. c) The school staff regularly communicates with families concerning student achievement information using multiple tools in all pertinent languages so that student achievement is increased.	a) The school staff is aware of the diverse culture and is developing a plan to cultivate an understanding of the diversity and needs of the community. b) The school staff sends communications out to families and provides translations upon request. c) The school disseminates information to families about students during scheduled parent-teacher conferences and provides translations upon request.	a) The school staff has not made efforts toward recognizing all cultural groups that makeup their community. b) The school staff communicates with families without considering translation needs. c) The school sends summative student information to families at the end of the year and does not consider translation needs.
<b>Statement of Practice 6.4:</b> The entire school community partners with families and community agencies to promote and provide professional development across all areas (academic and social and emotional developmental health) to support student success.	a) The school builds partnerships and creates opportunities that link and engage all families with the community to support student learning and growth. b) The school provides professional development for all school staff on how to actively seek and sustain healthy partnerships with families and community organizations that is linked to student needs.	a) The school makes connections between families and the community to support student learning and growth. b) The school provides professional development for targeted school staff on how to actively seek and sustain healthy partnerships with families and community organizations that is linked to student needs.	a) The school shares information with families regarding community resources. b) The professional development for targeted school staff is inclusive of information on how staff can seek partnerships with families.	a) The school does not have partnerships that link families with the community and does not share community resources to support student learning. b) The school does not provide professional development for staff concerning developing partnerships with families and/or the community.

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<b>Statement of Practice 6.5:</b> The entire school shares data in a way that empowers and encourages families to use and understand data to promote dialogue between parents, students, and school constituents centered on student learning and success.	a) The school community provides a wide range of learning opportunities for families and community members to elevate their understanding of student and school data. b) The entire school community shares data in a way in which families can understand student learning needs and successes so that they can proactively advocate and partner with the school around student support and sustainability.	a) The school community provides a wide range of learning opportunities for families to elevate their understanding of student data. b) The school community shares data in a way in which families can understand student learning needs and successes and are encouraged to advocate around student support and sustainability.	a) The school community provides learning opportunities for families who actively seek to understand their student data. b) The school community shares data, and families can access it to understand student learning needs and successes.	a) The school community does not provide learning opportunities for families to understand student data. b) The school community shares data in a way that limits the way in which families understand student learning and needs.
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## COMPREHENSIVE DISTRICT RUBRIC FOR DTSDE

### New York State Education Department Diagnostic Tool for School and District Effectiveness

*Tenet 1 - District Leadership and Capacity: The district examines school systems and makes intentional decisions to identify and provide critical expectations, supports and structures in all areas of need so that schools are able to respond to their community and ensure that all students are successful.				
Statements of Practice	Highly Effective	Effective	Developing	Ineffective
<b>Statement of Practice 1.1:</b> The district has a comprehensive approach for recruiting, evaluating and sustaining high-quality personnel that affords schools the ability to ensure success by addressing the needs of their community.	a) The district has vigorous recruitment strategies and structures that include partnerships with colleges, institutions and other agencies that lead to highly effective personnel in all schools. b) The district adaptively uses a comprehensive plan for supporting school leaders to create systems for evaluating staff and providing frequent, relevant feedback and professional development that lead to an improvement of practices. c) The district collaborates with schools to develop and implement strategies that lead to high levels of staff retention.	a) The district has recruitment strategies and structures inclusive of external partnerships that lead to adequate personnel in all schools. b) The district has a generic plan for supporting school leaders that leads to an understanding of staff evaluation, frequent feedback and professional development that reflect on practices. c) The district develops and implements strategies that lead to high levels of staff retention.	a) The district recruitment strategies and partnerships are not systemic and do not provide schools the opportunity to readily access highly effective or adequate personnel. b) The district plan is not comprehensive and addresses only a subset of school needs, leading to inconsistent professional development. c) The district provides feedback to schools on staff retention.	a) The district does not recruit personnel and does not have partnerships with external agencies. b) The district does not have a plan and/or does not implement its plan to support school leaders in a way that enables them to effectively evaluate their staff and provide them with appropriate professional development. c) The district does not involve itself with staff retention.
<b>Statement of Practice 1.2:</b> The district is organized and allocates resources (financial, staff support, materials, etc.) in a way that leads to appropriate levels of support for schools based on the needs of the school community, which promotes school improvement and success.	a) The district has developed structures for assessing and deploying resources that readily respond to the expressed needs of school communities. b) The district uses ongoing assessments to provide adaptive support to school leaders around how their school is organized and fully benefits from resources allocated by the district. c) The district ensures that resources are equitably and adequately allocated throughout the district to meet student, staff and family needs.	a) The district has developed structures for assessing and deploying resources that eventually respond to the needs of school communities. b) The district provides school leaders generic support around how their school is organized and benefits from resources allocated by the district. c) The district ensures that resources are adequately allocated throughout the district to meet student, staff and family needs.	a) The district has structures for deploying resources that address the needs of school communities. b) The district provides school leaders generic support concerning resources allocated by the district. c) The district allocation of resources to schools considers the needs of students, staff and families.	a) The district does not have structures in place for assessing and/or deploying resources that address the needs of school communities. b) The district does not provide support to schools concerning the use of resources. c) The district's allocation of resources does not adequately consider the needs of students, staff and families.
<b>Statement of Practice 1.3:</b> The district leadership has a comprehensive explicit theory of	a) The district leadership has created and explicitly communicated a strong, cogent theory of action that includes how all staff members must establish a set of high expectations	a) The district leadership has communicated a set of high expectations for connecting professional practices to student outcomes.	a) The district leadership has a set of high expectations that have not been widely communicated and have limited connections	a) The district leadership has not explicitly committed to high expectations that connect to professional practices and student

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action about school culture that robustly communicates high expectations for addressing the needs of all constituents.	for connecting their professional practices to student outcomes. b) The district leadership has established an organized approach for timely communication of the strong, cogent theory of action using a variety of strategies and methods, including translations into all pertinent languages, for all constituents.	b) The district has established an approach for communicating its theory of action, which includes translations into all pertinent languages, for all constituents.	to how staff align their professional practices to student outcomes. b) The district communicates the theory of action using limited methods that do not meet the needs of all constituents.	outcomes. b) The district does not have an established routine for communicating its theory of action to any of its constituents.
<b>Statement of Practice 1.4:</b> The district has a comprehensive plan to create, deliver and monitor professional development in all pertinent areas that is adaptive and tailored to the needs of individual schools.	a) The district has a comprehensive plan that leads to the creation of a wide array of professional development opportunities concerning all areas of a school community. b) The district widely communicates an established calendar of professional development opportunities that are based on the assessment of school staff practices and are offered in ways that allow and encourage high levels of participation and engagement. c) The district has established mechanisms for providing follow-up support that are adaptive and tailored to the needs of staff members from individual schools.	a) The district has a plan that leads to the creation of professional development opportunities that addresses concentrated areas of a school community. b) The district communicates an established calendar of professional development opportunities that are based on the assessment of school staff practices. c) The district has established mechanisms for providing follow-up support that is generic to the needs of staff members from individual schools.	a) The district offers professional development as a reactive measure to respond to areas of need based on occurrences and observations. b) The district communicates available professional development opportunities. c) The district provides follow-up support on professional development that it has provided to school staff.	a) The district provides professional development upon school requests. b) The district does not maintain a calendar of professional development opportunities to communicate to schools. c) The district does not provide follow-up support on professional development for school staff.
<b>Statement of Practice 1.5:</b> The district promotes a data-driven culture by providing strategies connected to best practices that all staff members and school communities are expected to be held accountable for implementing.	a) The district widely communicates a vision and expectations for how data is to be used by all staff members for supporting, instructing, and establishing goals for students and the school. b) The district readily identifies a wide array of evidenced-based best practices concerning teachers' use of data that inform what, when and how teachers instruct students that lead to increased student achievement and successfully meet school goals.	a) The district communicates expectations for how data is to be used by staff members for supporting, instructing, and establishing goals for students and the school. b) The district identifies a best practice concerning teachers' use of data that informs how teachers instruct students and addresses student achievement and school goals.	a) The district communicates expectations for how data is to be used by specific and targeted staff members. b) The district identifies practices concerning teachers' use of data that inform how teachers instruct students.	a) The district does not communicate its expectations for how data is to be used by staff members for supporting, instructing and establishing goals for students. b) The district has identified practices connected to how teachers instruct students, but they are not aligned to the use of data.
<b>**Statement of Practice 2.1:</b> The district works collaboratively with the school to provide opportunities and supports for the school leader to create, develop and nurture a school environment that is responsive to the needs of the entire school community.	a) The district forges a reciprocal relationship with the school leader fostering a culture of collegiality and support that results in the school leader consulting, engaging and partnering with the district, or the district implements interventions as necessary and the school leader is consulted as needed. b) The district provides the school leader with a wide range of high-quality support options that have been designed and tailored to meet the various needs of the school community. c) The district and school leader collaborate to create, nurture and sustain a school-wide vision and learning environment that is responsive to the needs of all of its stakeholders and the school community.	a) The district forges a relationship with the school leader that encourages the school leader to consult and engage with the district, or the district implements interventions as necessary. b) The district provides the school leader with high-quality support options that meet the instructional needs of the school community. c) The district supports and promotes the school leader's vision to create, nurture and sustain a school community that is responsive to the needs of all of its stakeholders.	a) The district's relationship with the school leader is reactionary based on observed practices and district-assigned tasks. b) The district provides the school leader with select support options that meet specific needs within the school community. c) The district is aware of the school leader's vision to create, nurture and sustain a school community that is responsive to the needs of all of its stakeholders, but does not actively support the vision.	a) The district is not cognizant of the school's abilities to respond and complete district-assigned tasks or the needs of the school community to foster an effective relationship. b) The district support is not targeted to address the needs of the school community. c) The district has not collaborated or engaged with the school leader regarding his/her vision.

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<p><b>**Statement of Practice 3.1:</b> The district works collaboratively with the school to provide opportunities and supports that are connected to the implementation of a comprehensive curriculum ***appropriately aligned to the CCLS and are inclusive of the arts, technology and other enrichment subjects in a data-driven culture.</p>	<p>a) The district establishes open and reciprocal communication with the school that leads to high levels of ownership of collaboration, transparency and accountability concerning what and how teachers instruct students. b) The district partners with the school to design a robust support infrastructure that is aligned to the instructional needs and the implementation of CCLS curricula (curriculum modules, district/school-developed CCLS curricula, etc.) that incorporate the arts, technology and other enrichment subjects. c) The district proactively utilizes assessment and accountability systems to assess school-wide effectiveness, monitor school progress and provide the school with real-time analysis of student learning and patterns and trends that lead to the development of school-wide improvement plans.</p>	<p>a) The district establishes open and reciprocal communication with the school that leads to high levels of ownership of accountability. b) The district provides the school community with support that is aligned to the instructional needs and use of CCLS curricula (curriculum modules, district/school-developed CCLS curricula, etc.) that incorporate the arts, technology and other enrichment subjects. c) The district utilizes assessment and accountability systems to assess school-wide effectiveness, monitor school progress and determine patterns in student learning, and shares its findings with the schools.</p>	<p>a) The district has intermittent communication with the school and/or communicates only during periods of concern. b) The district offers the school community support that is aligned to the use of CCLS curricula and instructional needs. c) The district utilizes assessment and accountability tools to monitor school progress and identify patterns in student learning.</p>	<p>a) The district’s communication with the school does not effectively address what and how teachers should instruct students, and does not foster a sense of ownership on the school’s behalf. b) The school is not receiving supports from the district concerning the use of CCLS curricula. c) The district’s utilization of assessment and accountability tools does not focus on analyzing student learning in schools.</p>
<p><b>**Statement of Practice 4.1:</b> The district works collaboratively with the school to provide opportunities and supports for teachers to develop strategies and practices that lead to effective planning and account for student data, needs, goals and levels of engagement.</p>	<p>a) There is reciprocal communication between the district and school to make decisions around the various professional development needs of all groups of teachers concerning instructional practices and decisions aligned to school data, leading to consistent and sustained student improvement. b) The district provides multiple points of entry for teachers to participate in learning opportunities to understand and utilize best practices, effective instructional planning, decision-making and delivery. c) The district has systems and structures that lead to comprehensive follow-up support for teacher development in the areas of student data use, goal-setting, and instructional practices that yield high levels of student engagement and achievement.</p>	<p>a) The district and school communicate around professional development needs of groups of teachers concerning instructional practices and decisions aligned to school data, which leads to increased student outcomes. b) The district provides teachers with learning opportunities that help teachers identify best practices and strategies. c) The district has a system for providing follow-up support based on its professional development offerings to teachers that addresses areas of instructional practices aligned to data.</p>	<p>a) The district and school’s communication around professional development does not take school or student data and learning into account, which leads to inconsistent improvements in student outcomes. b) The district provides learning opportunities that do not add to teachers’ knowledge of best practices and strategies. c) The district provides follow-up on support for professional development to teachers in areas of instructional practices.</p>	<p>a) The district and school do not communicate around professional development, which leads to the professional development being misaligned with the needs of the school’s teachers and students. b) The district does not provide professional development in areas that are responsive to teacher needs. c) The district does not provide follow-up support for teachers in areas of instructional practices.</p>

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\*\*Note: Statements of practice 2.1, 3.1, 4.1, 5.1 and 6.1 measures how the school perceives the district’s efforts with supporting the school’s effort in this area.

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<p><b>**Statement of Practice 5.1:</b> The district creates policy and works collaboratively with the school to provide opportunities and resources that positively support students' social and emotional developmental health.</p>	<p>a) The district has a comprehensive support policy that focuses on proactively working with schools and community organizations, which includes delivering a wide range of professional development topics and opportunities to school staff so that an array of student social and emotional developmental health needs are met to ensure academic success. b) The district provides follow-up support (coaching, modeling, subject matter expertise, etc.) that is dynamic and tailored to the skill and capacity of the school-level staff, which enables them to effectively implement the strategies learned during district-level professional development.</p>	<p>a) The district has a policy where the district, schools and community organizations collaborate to deliver professional development topics to school staff so that student social and emotional developmental health needs are met to ensure academic success. b) The district, school and community organizations provide follow-up support that addresses the school-level staff's ability to implement strategies learned during district-level professional development.</p>	<p>a) The district delivers professional development topics to school staff concerning student social and emotional developmental health needs. b) The district provides follow-up support to school-level staff connected to district-level professional development.</p>	<p>a) The district does not provide professional development in the area of student social and emotional developmental health. b) The district does not provide follow-up support.</p>
<p><b>**Statement of Practice 6.1:</b> The district has a comprehensive family and community engagement strategic plan that states the expectations around creating and sustaining a welcoming environment for families, reciprocal communication, and establishing partnerships with community organizations and families.</p>	<p>a) The district has policies, systems and structures that create a climate of belonging for families and communities and incentivizes and emulates practices that will lead to school-wide adoption. b) The district has implemented a purposeful communication strategy that includes how information is disseminated, in all pertinent languages, to families and community members that enables the exchange, understanding and fluid access of timely student-, school- and district-based information. c) The district cultivates robust partnerships and has identified and developed a toolkit of effective resources and supports to respond to the needs of students and families that have been widely shared and proven to effectuate greater student and family outcomes.</p>	<p>a) The district creates policies, systems and structures that espouse a climate of belonging for families and communities and incentivizes school-wide adoption of the district's policies. b) The district has implemented a purposeful communication strategy, in all pertinent languages, to families and community members that allows for the exchange of student, school and/or district information. c) The district cultivates partnerships and has identified resources and supports to respond to the needs of students and families that have been shared with families and schools.</p>	<p>a) The district policy espouses a climate of belonging for families and communities and encourages school-wide adoption of the district's policies. b) The district communicates about school and district information to families in a way that does not meet families' varying needs. c) The district's partnerships and supports are focused on limited areas of support that do not fully address the needs of all students and families.</p>	<p>a) The district's policy for family and community engagement does not extend to the schools, or there is not a district-wide family engagement policy in place. b) The district communicates with families only around district-level information. c) The district has not cultivated the necessary partnerships or developed or allocated resources appropriately to respond to the needs of its students and families.</p>

\*Note: In addition to the above tenet and statements of practice, districts and schools must align all improvement plans with the performance of students with disabilities and English language learner sub-groups, as well as any other sub-group of students not performing well or who have a significant achievement gap compared to other groups of students within their school and district.

\*\*Note: Statements of practice 2.1, 3.1, 4.1, 5.1 and 6.1 measures how the school perceives the district's efforts with supporting the school's effort in this area.

\*\*\*Note: Curriculum appropriately aligned to the Common Core Learning Standards will be determined by schools having a robust and active plan addressing the expectations articulated in New York's Vision and Metrics for Implementing CCSS, APPR and DDI for SY 2012-2013 located at <http://www.engageny.org/sites/default/files/resource/attachments/ccss-appr-and-ddi-workbook-for-network-teams-implementation.pdf>



## **Appendix D:**

### **Qualifications for Vendor Reviewers**

The vendor reviewers should have the following qualifications:

1. Experience in leadership and/or supervision of schools
2. Experience with Common Core Learning Standards, curriculum and Standards alignment, assessment and instruction
3. Experience/familiarity with the Regents Reform Agenda and Race to the Top Initiatives
4. Experience in using data to implement specialized intervention strategies to improve the academic performance of students at-risk, including students with disabilities and English language learners
5. Experience with restructuring/reorganization of grade configurations and/or the development of smaller learning communities
6. Experience in the creation and implementation of programs for over-age/under-credited students
7. Experience in the development and/or implementation of programs specifically designed to improve student attendance and/or tardiness
8. Experience in innovative use of facilities and/or rezoning procedures as a strategy for school improvement
9. Experience in planning, conducting and/or evaluating professional development relevant to school improvement
10. Experience in developing effective strategies for outreach to parents and community members
11. Experience in the phase-out/closure of schools and in the development of new schools
12. Experience with any other effective school improvement strategies that have resulted in improved student performance
13. Experience in conducting a review of a school's educational program, e.g., State reviews, Middle States Association reviews
14. For candidates with New York State administrative experience: Experience as a leader of a school with an accountability status of *In Good Standing*

## **Appendix E:**

### **Vendor Reviewer Responsibilities as OEE on DTSDE Visits**

All vendor reviewers must participate in the NYSED trainings as detailed in the Description of Services to be Performed section of the RFP.

#### Before the On-site Visit (2 days):

- Review District/School self-assessment and pre-review documents that have been submitted to NYSED.
- Prior to the visit and in conjunction with the District/School, coordinate the submission of in-District/in-School documents necessary to fill identified gaps in information.
- In conjunction with the NYSED Co-Lead: Facilitate meetings of the IIT and assign review tasks and review of documents to IIT members based on their experience and expertise.

#### During the On-site Visit (1 day for district visits, 2-3 days for school visits):

- Conduct interviews, focus group meetings, observations, and classroom visitations.
- Share daily notes and summarize findings with IIT members.
- Use DTSDE reviewer forms to collect notes and affix tentative HEDI ratings.
- In conjunction with the SED Co-Lead: Conduct pre-debrief meeting and discussion with IIT members to develop preliminary over-arching bullets assigned to tenets.

#### After the Visit – Written Report of Findings (3 days for each visit):

- Review IIT members' documentation and school summary report.
- Lead the group debrief call/meeting the day following the on-site visit.
- Review all District or School summary sheets and synthesize into a master school summary sheet for use in the creation of the first draft of the final report.
- Write the first draft of the final report.
- Submit the first draft to NYSED's Calibration Assurance Team (CAT) no later than ten business days after the last day of the visit.
- With the vendor's Calibration Assurance Liaison, address any question or feedback given by the CAT in a second draft, which is then due to the CAT Liaison two weeks after receiving the initial feedback. The report must be completed for submission to the district for final verification no later than 60 calendar days after the last day of the visit.

<b>Appendix F – Workplan</b>
<b>DTSDE PROFESSIONAL DEVELOPMENT</b>
October/November 2013 - Professional Development Participation
November, February, and May DTSDE Professional Development Participation (2013-2015)
<b>DTSDE REVIEWS – PRE-REVIEW PREPARATION AND ON-SITE REVIEW</b> Map out how vendor reviewers will prepare for reviews, conduct on-site reviews, and how the tasks will be divided among reviewers.
November 2013 – May 2014
October 2014 – April 2015
<b>DTSDE REPORTS</b> Map out how the vendor will ensure that vendor reviewers produce draft DTSDE Visit Final Reports and submit them to NYSED’s Calibration Assurance Team (CAT), no more than 10 business days after the date of the visit. The vendor must also describe how it will ensure that vendor reviewers, with the vendor’s Calibration Liaison, address any questions or feedback given by CAT in second drafts, due to the CAT two weeks after receiving the initial feedback. Finally, the vendor must describe how it will ensure that the reports are completed for submission to the district for final verification no later than 60 calendar days after the last day of the visit.
November 2013 to June 2014
October 2014 to June 2015

**NON-DISCLOSURE AGREEMENT**  
New York State Education Department  
Office of School Innovation (SI)

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

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

Organization: \_\_\_\_\_

Type of work to be performed:  
\_\_\_\_\_  
\_\_\_\_\_

Date(s) of work to be performed: \_\_\_\_\_

By signing this agreement, you agree to abide by the following security restrictions and ownership provisions. Please retain a copy of this non-disclosure agreement for your records.

**Secure and Confidential Information**

I acknowledge that information provided by SI, obtained as a result of the work described above, or developed by me or my organization related to the work described above includes secure and confidential information that is the property of the New York State Education Department ("Department"). I acknowledge that such secure and confidential information includes many items, including but not limited to the following information types:

- a) any reports, prior to public release by the Department;
- b) the results of any analyses or studies, whether provided to me by SI or developed by me or my organization, prior to public release by the Department;
- c) any individual student data or information; and
- d) any other confidential information that has not been made available to the general public by the Department.

\*\*\*\*\*

By signing this agreement, I agree to maintain and honor the confidentiality of all information and to abide by the following restrictions:

- 1) I agree not to disclose any secure or confidential materials, information, or technical reports, whether in draft or final form, to anyone other than SI staff or other person(s) participating in the work described above, unless specifically authorized to do so by SI. I also agree not to disclose such materials to any Department staff other than SI staff without the prior permission of SI.
- 2) If I am responsible for supervising other staff or subcontractors, I agree to limit the access and use of secure and confidential materials to only those individuals who have a legitimate need to access such materials in order to perform the work described above.

- 3) I agree to provide appropriate training, guidance, and oversight to any staff or subcontractors under my supervision who may work with secure or confidential materials in order to maintain the security of such materials.
- 4) Upon completion of the work described above, I agree to securely store or return all secure and confidential materials provided to or prepared by me, including all copies thereof and all notes prepared by me, in accordance with the instructions given to me by SI.
- 5) I understand that secure and confidential materials are not to be copied or duplicated in any way, shared with or discussed with anyone other than SI staff or other person(s) participating in the work described above, unless specifically authorized to do so by SI.
- 6) I agree to immediately report to SI if I learn of or suspect any potential misuse of secure and confidential information.

I, \_\_\_\_\_, have read the non-disclosure agreement above and agree to abide by the security restrictions and ownership provisions described herein.

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

Please Print:

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

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

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_

E-mail: \_\_\_\_\_

## 5.) SUBMISSION DOCUMENTS

**RESPONSE TO  
REQUEST FOR PROPOSAL #TA-10  
NEW YORK STATE EDUCATION DEPARTMENT**

**Title: IMPLEMENTATION OF THE DIAGNOSTIC TOOL FOR SCHOOL AND DISTRICT EFFECTIVENESS**

To respond to the RFP, 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 in this RFP:

Submit each of the following documents in separately sealed envelope:

	Number of copies
Submission Documents labeled <b>Submission Documents - RFP #TA-10 Do Not Open</b>	Three copies (one signed original)
Technical Proposal labeled <b>Technical Proposal - RFP #TA-10 Do Not Open</b>	Five copies
Cost Proposal labeled <b>Cost Proposal – RFP #TA-10 Do Not Open</b>	Three copies (one signed original)
M/WBE Documents labeled <b>M/WBE Documents—RFP #TA-10 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 #TA-10 Do Not Open</b>	One copy

To:

**NYS Education Department  
Bureau of Fiscal Management  
Contract Administration Unit  
Attn: Nell Brady, RFP #TA-10  
89 Washington Avenue, Room 503W EB  
Albany, NY 12234**

### Application Checklist RFP# TA-10

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

#### A. SUBMISSION DOCUMENTS PACKAGE (SIGNATURES REQUIRED)

	REQUIREMENT	Included
1.	This checklist	<input type="checkbox"/>
2.	Response Sheet for Bids	<input type="checkbox"/>
3.	Non-Collusive Bidding Certification	<input type="checkbox"/>
4.	MacBride Certification	<input type="checkbox"/>
5.	Certification-Omnibus Procurement Act of 1992	<input type="checkbox"/>
6.	Certifications Regarding Lobbying; Debarment and Suspension; and Drug-Free Workplace Requirements	<input type="checkbox"/>
7.	Offerer Disclosure of Prior Non-Responsibility Determinations	<input type="checkbox"/>
8.	Iran Divestment Act Certification	<input type="checkbox"/>
9.	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 <input type="checkbox"/> if not applicable)	<input type="checkbox"/>
10.	TAC Certification (if applicable)	<input type="checkbox"/>
11.	Vendor Responsibility Questionnaire ( <input type="checkbox"/> Paper submission <input type="checkbox"/> Electronic filing <input type="checkbox"/> Not applicable)	<input type="checkbox"/>
	<b>While the following forms are not required until notification of selection is made, bidders are <u>strongly encouraged</u> to submit the following forms with their proposal</b>	
<b>Sales and Compensating Use Tax Documentation</b> <b>ST-220 CA:</b> <a href="http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf">http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf</a> <b>ST-220 TD:</b> <a href="http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf">http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf</a>		
12.	<b>ST-220 CA</b> – Sales and Compensating Use Tax Certification	<input type="checkbox"/>
<b>Worker's Compensation Documentation</b> <a href="http://www.wcb.ny.gov/content/main/Employers/busPermits.jsp">http://www.wcb.ny.gov/content/main/Employers/busPermits.jsp</a>		
13.	<b>Form C-105.2</b> – Certificate of Workers' Compensation Insurance issued by private insurance carriers, or <b>Form U-26.3</b> issued by the State Insurance Fund; OR	<input type="checkbox"/>
14.	<b>Form SI-12</b> – Certificate of Workers' Compensation Self-Insurance; or <b>Form GSI-105.2</b> Certificate of Participation in Workers' Compensation Group Self-Insurance; OR	<input type="checkbox"/>
15.	<b>CE-200</b> Certificate of Attestation for New York Entities with No Employees and certain out of State Entities, that New York State Worker's compensation and/or Disability Benefits Insurance is not required.	<input type="checkbox"/>
<b>Disability Benefits Coverage</b> <a href="http://www.wcb.ny.gov/content/main/Employers/busPermits.jsp">http://www.wcb.ny.gov/content/main/Employers/busPermits.jsp</a>		
16.	<b>Form DB-120.1</b> - Certificate of Disability Benefits Insurance; OR	<input type="checkbox"/>
17.	<b>Form DB-155</b> - Certificate of Disability Benefits Self-Insurance; OR	<input type="checkbox"/>
18.	<b>CE-200</b> – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage.	<input type="checkbox"/>
<b>Consultant Disclosure Reporting</b> <a href="http://www.osc.state.ny.us/agencies/gbull/g226forma.doc">http://www.osc.state.ny.us/agencies/gbull/g226forma.doc</a>		
19.	<b>Form A</b>	<input type="checkbox"/>

**B. TECHNICAL PROPOSAL PACKAGE**

	Requirement	Included
1.	Technical Proposal	<input type="checkbox"/>
2.	Mandatory Requirements Certification Form (if applicable) Signature Required.	<input type="checkbox"/>
3.	Any attachments or supporting materials (resumes, etc.)	<input type="checkbox"/>

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

	Requirement	Included
1.	Cost Proposal Form	<input type="checkbox"/>
2.	Cost Proposal Summary	<input type="checkbox"/>
3.	Subcontracting Form	<input type="checkbox"/>
4.	M/WBE Subcontracting/Supplier Form	<input type="checkbox"/>

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

☐ Full Participation      ☐ Request Partial Waiver      ☐ Request Total Waiver

	Forms Required		
Type of Form	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"/>

**E. CD ROM**      ☐

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

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

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

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



<b>Response Sheet for Bids</b>
--------------------------------

**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.

<b>Agency and Bid-Delivery Information</b>
--

Bids may not be faxed. To ensure the confidentiality of your bid before the bid opening, enclose your bid within an envelope labeled

<b>Bid Proposal #TA-10</b> <b>DO NOT OPEN</b>
--

Place this sealed envelope within another envelope labeled with the delivery information.

<b>Bidder Information—Please Complete This Section</b>
--

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>

<b>Print Name as Signed and Title</b>
---------------------------------------

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

**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
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

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

NAME	LEGAL RESIDENCE
<hr/> President:	<hr/>
<hr/> Secretary:	<hr/>
<hr/> Treasurer:	<hr/>
<hr/> President:	<hr/>
<hr/> Secretary:	<hr/>
<hr/> Treasurer:	<hr/>

**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: \_\_\_\_\_

**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:\_\_\_\_\_

**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)

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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 NAME	PR/AWARD NUMBER AND / OR PROJECT
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.

### 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  
NYSED SUBSTITUTE FORM W-9:  
REQUEST FOR TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION**

**TYPE OR PRINT INFORMATION NEATLY. PLEASE REFER TO INSTRUCTIONS FOR MORE INFORMATION.**

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

**AGENCY ID:**

1. Legal Business Name:

2. If you use a DBA, please list below:

3. Entity Type (Check one only):

☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Co. ☐ Business Corporation ☐ Unincorporated Association/Business ☐ Federal Government

☐ State Government ☐ Public Authority ☐ Local Government ☐ School District ☐ Fire District ☐ Other

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

1. Enter your TIN here: (DO NOT USE DASHES)

--	--	--	--	--	--	--	--	--

2. Taxpayer Identification Type (check appropriate box):

☐ Employer ID No. (EIN) ☐ Social Security No. (SSN) ☐ Individual Taxpayer ID No. (ITIN) ☐ N/A (Non-United States Business Entity)

**Part III: Address**

1. Physical Address:

Number, Street, and Apartment or Suite Number

City, State, and Nine Digit Zip Code or Country

2. Remittance Address:

Number, Street, and Apartment or Suite Number

City, State, and Nine Digit Zip Code or Country

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

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).

**Sign Here:**

Signature

Date

Print Name

Phone Number

Email Address

**Part V: Contact Information – Individual Authorized to Represent the Payee/Vendor/Organization**

Contact Person: _____	Title: _____
_____ (Print Name)	
Contact's Email Address: _____	Phone Number: ( _____ ) _____

<b>Part VI: Survey of Future Payment Methods</b>
<p>Please indicate all methods of payment acceptable to your organization:</p> <p><input type="checkbox"/> Electronic      <input type="checkbox"/> Check      <input type="checkbox"/> VISA</p>

## NYS 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>1</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.

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<sup>1</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).

**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: : \_\_\_\_\_

## Mandatory Requirements Certification

### RFP TA-10

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

*Mandatory Requirements will be met as follows (Please clearly document how this proposal meets each mandatory requirement):*

<i>Requirement</i>	<i>As supported in this proposal on page(s)</i>
<i>Mandatory Bid Requirements</i>	
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.	
The bidder must have one designated full-time Project Director who has three (3) years or more of experience in conducting school reviews. This experience will be verified through the Project Director's resume, which must be submitted with the application. The Project Director must be employed by the vendor and not by a subcontractor.	
The bidder must have a full-time Calibration Assurance Liaison and a part-time Logistics Liaison (at least .50 FTE) to work with NYSED, each with at least 2 (two) years or more of experience conducting school reviews <b>OR</b> five (5) years or more of experience serving in an instructional or administrative role within a school district. This experience will be verified through the Liaisons' resumes, which must be submitted with the application. The Liaisons must be employed by the vendor and not by a subcontractor.	
The bidder must have at least fifteen (15) vendor reviewers who each have two (2) years or more of experience conducting school reviews <b>OR</b> the vendor reviewers must each have five (5) years or more of experience serving in an instructional or administrative role within a school district. This experience will be verified through resumes for each of the vendor reviewers. At the time of submission, the vendor must provide the resumes of any and all vendor reviewers that the vendor plans to use to execute the deliverables outlined in this RFP. The vendor reviewers may be employed by either the vendor or a subcontracting entity.	
All bidders must return the Mandatory Requirements Certification form (located in 5. Submission Documents), signed by an authorized individual. By signing the Mandatory Requirements Certification Form, the vendor 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 form will be disqualified and removed from further consideration.	
<i>Mandatory Contract Requirements</i>	
Any vendor staff travel must be in accordance with the approved NYS rates. New York State rates are available at: <a href="http://www.gsa.gov/portal/category/21287">http://www.gsa.gov/portal/category/21287</a> .	
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.	
The vendor project staff and all of its subcontractors performing work on the contract resulting from this RFP must sign a Non-Disclosure Agreement (Appendix G) provided by NYSED, assuring the confidentiality of all work and discussions carried out under this contract after the contract	



is awarded. These signed agreements must be submitted to NYSED prior to the initiation of work under this contract.	
The Project Director, Calibration and Logistics Liaisons, and the reviewers cannot be replaced without approval of NYSED, upon justification for the change, and must be replaced by staff with comparable experience and expertise, and at a cost equal to or less than the key staff person identified in the vendor's proposal.	

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

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

**RFP #TA-10: Diagnostic Tool for School and District Effectiveness**  
**Cost Proposal Form**  
**October 22, 2013 – June 30, 2015**

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

Please include the following components (**whole dollar figures only**) for each deliverable:

- Total Staff Cost (including any fringe benefits)
- Total Purchased Services (e.g., non-employee consultants, subcontractors)
- Total Non-Personal Services (e.g., content supplies and materials, etc.)
- Indirect Costs

Do not include any employee or subcontractor/consultant travel costs with each deliverable. All travel expenses should be included only in the last section of this form (Travel).

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. The financial criteria portion of the RFP will be scored based upon the grand total of the project budget.

<b>Deliverable: Professional Development for Vendor Reviewers on DTSDE</b>		
<b>ONE-DAY Reviewer Trainings</b>	<b>Cost per ONE-DAY Reviewer Training</b>	<b>Total cost for all ONE-DAY Reviewer Trainings: 4 Trainings X Cost per Training</b>
Total Staff Cost (including any fringe benefits)		
Total Purchased Services (e.g., non-employee consultants, subcontractors)*		
Total Non-Personal Services (e.g., content supplies and materials, etc.)		
Indirect Costs		
<b>Total Cost</b>		
<b>TWO-DAY Reviewer Trainings</b>	<b>Cost per TWO-DAY Reviewer Training</b>	<b>Total cost for all TWO-DAY Vendor Trainings: 3 Trainings X Cost per Training</b>
Total Staff Cost (including any fringe benefits)		
Total Purchased Services (e.g., non-employee consultants, subcontractors)*		
Total Non-Personal Services (e.g., content supplies and materials, etc.)		
Indirect Costs		
<b>Total Cost</b>		

<b>Required THREE-DAY Reviewer Trainings</b>	<b>Cost per THREE-DAY Reviewer Training</b>	<b>Total cost for all THREE-DAY Reviewer Training: 1 Training X Cost per Training</b>
Total Staff Cost (including any fringe benefits)		
Total Purchased Services (e.g., non-employee consultants, subcontractors)*		
Total Non-Personal Services (e.g., content supplies and materials, etc.)		
Indirect Costs		
Total Cost		
<b>FOUR-DAY Reviewer Trainings</b>	<b>Cost per FOUR-DAY Reviewer Training</b>	<b>Total cost for all FOUR-DAY Reviewer Trainings: 1 Training X Cost per Training</b>
Total Staff Cost (including any fringe benefits)		
Total Purchased Services (e.g., non-employee consultants, subcontractors)*		
Total Non-Personal Services (e.g., content supplies and materials, etc.)		
Indirect Costs		
Total Cost		

**Deliverable: Pre-Review Preparation, On-Site Review, and Report Writing**

<b>Pre-Review Preparation, On-Site Review, and Report Writing for ONE-DAY District Reviews</b>	<b>Cost per Finalized Report for ONE-DAY District Reviews</b>	<b>Total Cost for all Finalized Reports for ONE-DAY District Reviews: 105 Reports X Cost per Report</b>
Total Staff Cost (including any fringe benefits)		
Total Purchased Services (e.g., non-employee consultants, subcontractors)*		
Total Non-Personal Services (e.g., content supplies and materials, etc.)		
Indirect Costs		
Total Cost		

<b>Pre-Review Preparation, On-Site Review, and Report Writing for TWO-DAY School Reviews</b>	<b>Cost per Finalized Report for TWO-DAY School Reviews</b>	<b>Total Cost for all Finalized Reports for TWO-DAY School Reviews: 145 Reports X Cost per Report</b>
Total Staff Cost (including any fringe benefits)		
Total Purchased Services (e.g., non-employee consultants, subcontractors)*		
Total Non-Personal Services (e.g., content supplies and materials, etc.)		
Indirect Costs		
Total Cost		
<b>Pre-Review Preparation, On-Site Review, and Report Writing for THREE-DAY School Reviews</b>	<b>Cost per Finalized Report for THREE-DAY School Reviews</b>	<b>Total Cost for all Finalized Reports for THREE-DAY School Reviews: 145 Reports X Cost per Report</b>
Total Staff Cost (including any fringe benefits)		
Total Purchased Services (e.g., non-employee consultants, subcontractors)*		
Total Non-Personal Services (e.g., content supplies and materials, etc.)		
Indirect Costs		
Total Cost		

<b>Travel</b>	
<b>Employee and Subcontractor/Consultant Travel</b>	<b>Amount</b>
Total Employee Travel	
Total Subcontractor/Consultant Travel*	
Total Cost	

\*Subcontracting is limited to forty percent (40%) of the total contract budget. Subcontracting is defined as non-employee direct personal services and related incidental expenses, including travel. However, bidders must not include non-employee travel within the Total Purchased Services lines on this Cost Proposal Form. All travel must be included only in the last section of this form (Travel). To determine the amount budgeted for subcontracting, add Subcontractor/Consultant Travel to the sum of Total Purchased Services.

**Payments will be made on a monthly basis, based on NYSED's approval and acceptance of the DTSDE school and district reports delivered by the vendor. All travel costs will be reimbursed monthly, based on actual expenses incurred.**

**COST PROPOSAL SUMMARY**  
**Implementation of the Diagnostic Tool for School and District Effectiveness**

TOTAL PROJECT BUDGET		TOTAL COST
Professional Development for Vendor Reviewers: ONE-DAY Trainings		
Professional Development for Vendor Reviewers: TWO-DAY Trainings		
Professional Development for Vendor Reviewers: THREE-DAY Trainings		
Professional Development for Vendor Reviewers: THREE-DAY Trainings		
Pre-Review Preparation, On-Site Review, and Report Writing: for ONE-DAY DISTRICT Reviews		
Pre-Review Preparation, On-Site Review, and Report Writing: for TWO-DAY SCHOOL Reviews		
Pre-Review Preparation, On-Site Review, and Report Writing: for THREE-DAY SCHOOL Reviews		
Employee and Subcontractor/Consultant Travel		
<b>TOTAL PROJECT BUDGET</b>		

The Financial Criteria portion of the RFP will be scored based upon the total project budget.

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

Vendor Representative Signature: \_\_\_\_\_

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

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

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

## Subcontracting Form

New York State Education Department

### IMPLEMENTATION OF THE DIAGNOSTIC TOOL FOR SCHOOL AND DISTRICT EFFECTIVENESS

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

RFP #: TA-10

(whole dollar figures only)

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

IMPLEMENTATION OF THE DIAGNOSTIC  
TOOL FOR SCHOOL AND DISTRICT EFFECTIVENESS

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

RFP #: TA-10

M/WBE Purchases For Year One  
(whole dollar figures only)**Table 1-- Minority Business Enterprise (MBE)**

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

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

Name of Vendor	Type of Services or Supplies	Cost
Total Year 1 WBE Costs		
Total Year 1 Budget		
Total Year 1 WBE Costs divided by Total Year 1 Budget (%)		
<b>M/WBE Purchases For Years 1-2</b>		
M/WBE Purchases (2 Years)		Total
% MBE Purchases to Budget		
% WBE Purchases to Budget		

## **M/WBE Documents**



**M/WBE COVER LETTER****RFP #TA-10****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

# RFP #TA-10

## 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: \_\_\_\_\_

(print or type)

TELEPHONE/E-MAIL \_\_\_\_\_

DATE \_\_\_\_\_

**M/WBE 100**

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

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

RFP #TA-10

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

**EQUAL EMPLOYMENT OPPORTUNITY - STAFFING PLAN**  
**Instructions on Page 2**

Bidder Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, ZIP: \_\_\_\_\_

Telephone: \_\_\_\_\_  
Federal ID No.: \_\_\_\_\_  
RFP No: \_\_\_\_\_

Report includes:

Reporting Entity:

☐ Work force to be utilized on this contract

☐ Contractor

☐ Contractor/Subcontractor's total work force

☐ Subcontractor - Name: \_\_\_\_\_

**Enter the total number of employees in each classification in each of the EEO-Job Categories identified.**

EEO - Job Categories	Total Work Force	Race/Ethnicity - report employees in only one category																	
		Hispanic or Latino		Not-Hispanic or Latino															
				Male									Female						
		Male	Female	White	African-American or Black	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	Disabled	Veteran	White	African-American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or More Races	Disabled	Veteran
Executive/Senior Level Officials and Managers																			
First/Mid-Level Officials and Managers																			
Professionals																			
Technicians																			
Sales Workers																			
Administrative Support Workers																			
Craft Workers																			
Operatives																			
Laborers and Helpers																			
Service Workers																			
TOTAL																			

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

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

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

TELEPHONE/EMAIL: \_\_\_\_\_

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

## RACE/ETHNIC IDENTIFICATION

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

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

## 5 NYCRR 142.8 CONTRACTOR'S GOOD FAITH EFFORTS

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

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

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

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

**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 #TA-10: Implementation of the Diagnostic Tool for School and District Effectiveness

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>BUDGET</u>	<u>REASON</u>	<u>ESTIMATED</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



**THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK / ALBANY, NY 12234**

Bureau of Financial Administration

Office of Fiscal Management

**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.

**BIDDER/CONTRACTOR IS REQUESTING (check all that apply):**

☐ **MBE Waiver** - A waiver of the MBE goal for this procurement is requested.

☐ **Total** ☐ **Partial** \_\_\_\_\_ %

☐ **WBE Waiver** - A waiver of the WBE goal for this procurement is requested.

☐ **Total** ☐ **Partial** \_\_\_\_\_ %

☐ **Waiver Pending ESD Certification**

(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.**

<b>NAME OF PREPARER:</b>	<b>FOR AUTHORIZED USE ONLY</b>
<b>TITLE OF PREPARER:</b>	<b>REVIEWED BY:</b> _____ <b>DATE:</b> _____
<b>TELEPHONE:</b>	<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>
<b>EMAIL:</b>	<input type="checkbox"/> <b>ESD CERTIFICATION WAIVER</b> <input type="checkbox"/> <b>NOTICE OF DEFICIENCY</b> <input type="checkbox"/> <b>CONDITIONAL WAIVER</b>
	<b>COMMENTS:</b> _____ <b>DATE:</b> _____

## 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.**