REQUEST FOR PROPOSAL (RFP) # SA-13
NEW YORK STATE EDUCATION DEPARTMENT

MATHEMATICS CURRICULUM REVIEWER
GEOMETRY, ALGEBRA II AND PRE-CALCULUS (GRADES 10-12)

The New York State Education Department’s (NYSED) Office of Curriculum is seeking proposals from bidders with demonstrated knowledge, expertise and the capacity to provide third-party validation that the curricular material produced by the math curriculum vendor for Geometry, Algebra II, and Pre-Calculus (grades 10-12) is of highest quality and aligned to expectations as articulated by:

- NYS P-12 Common Core Learning Standards for Mathematics (http://www.engageny.org/resource/new-york-state-p-12-common-core-learning-standards-for-mathematics)
- Common Core Instructional Shifts in Mathematics (http://engageny.org/resource/common-core-shifts/)
- Tri-State Math Rubric (http://engageny.org/resource/tri-state-quality-review-rubric-and-rating-process/)
- Publishers’ Criteria (http://www.corestandards.org/assets/Math_Publishers_Criteria_K-8_Summer%202012_FINAL.pdf)
- Expectations for New York State Common Core Assessments (http://www.engageny.org/resource/regents-exams-mathematics)
- PARCC Model Content Frameworks for Mathematics (http://www.parcconline.org/parcc-model-content-frameworks)
- Progressions for the Common Core State Standards in Mathematics (http://ime.math.arizona.edu/progressions/)

The eligible bidders for this RFP include: not-for-profit and for-profit organizations; Local Education Agencies (“LEAs”); Boards of Cooperative Educational Services (“BOCES”); and public or private Institutions of Higher Education (“IHEs”). For the purposes of this RFP, an LEA is defined as a school district or a charter school.

Subcontracting will be limited to 30% of the total contract budget. Subcontracting is defined as non-employee direct personal services and related incidental expenses, including travel. Bidders are required to comply with NYSED’s Minority and Women-Owned Business Enterprises (M/WBE) participation goals. The goals are 12% Minority Business Enterprise (MBE) and 8% Women-Owned Business Enterprise (WBE). 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 May 1, 2014, and to end September 23, 2014.
Components contained in RFP #SA-13 are as follows:

1.) Description of Services to be Performed
2.) Submission
3.) Evaluation Criteria and Method of Award
4.) Assurances and Administrative Specifications
5.) Submission Documents

Questions regarding this RFP must be submitted by email to MathReview@mail.nysed.gov no later than the close of business on January 17, 2014. 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 January 24, 2014. No individual responses will be provided.

The following are the designated contacts for this procurement:

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<th>M/WBE Matters</th>
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<tbody>
<tr>
<td>Mary Cahill</td>
<td>Nell Brady</td>
<td>Joan Ramsey</td>
</tr>
<tr>
<td><a href="mailto:MathReview@mail.nysed.gov">MathReview@mail.nysed.gov</a></td>
<td><a href="mailto:MathReview@mail.nysed.gov">MathReview@mail.nysed.gov</a></td>
<td><a href="mailto:MathReview@mail.nysed.gov">MathReview@mail.nysed.gov</a></td>
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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 February 10, 2014, no later than 3:00 PM EST:

1. Submission Documents labeled Submission Documents – RFP #SA-13 Do Not Open
4. M/WBE Documents labeled M/WBE Documents – RFP #SA-13 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 #SA-13 Do Not Open.

Timetable

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The mailing address for all the above documentation is:

NYS Education Department
Bureau of Fiscal Management
Attn: Nell Brady RFP #SA-13
Contract Administration Unit
89 Washington Avenue, Room 501W EB
Albany, NY 12234

(Facsimile copies of the proposals are NOT acceptable)
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Overview

As part of New York State’s Regents Reform Agenda, NYSED is leading the way in articulating rigor, quality, and alignment in school and classroom materials and practice associated with the Common Core State Standards for Mathematics in grades P-12. The Regents Reform Agenda coupled with the Race to the Top priorities, have positioned NYSED to initiate the development of new statewide curriculum modules that prepare students to meet college and career readiness standards. Curriculum modules are high-quality sets of materials for key topics in each grade and high school course, developed coherently with attention to progressions in the NYS P-12 Common Core Learning Standards for Mathematics (NYS P-12 CCLSM). They are marked by an in-depth focus on fewer topics, rigorous classroom reasoning, extended classroom time devoted to practice and reflection through extensive problem sets, and high expectations for mastery. Each curriculum module consists of a high-level outline for instruction and a set of curriculum materials following that outline — including daily lesson plans, curricular maps, handouts, extensive problem sets, and guiding questions.

The newly developed curriculum and curriculum modules, for the first semester of classroom use (in the 2013-14 school year), are available on EngageNY.org. The remaining modules for the second semester will be available by school year 2014-15.

Through this RFP, NYSED is seeking proposals from vendors with a proven track record of success with providing quality assurance and comprehensive feedback of curricular resources for mathematics. Proposals should specifically demonstrate the vendor’s specialized knowledge in: the P-12 Common Core Learning Standards for Mathematics, Common Core Instructional Shifts in Mathematics, Tri-State Math Rubrics, Publishers’ Criteria for Math, Expectations for New York State Common Core Assessments, PARCC Model Content Frameworks and Progressions for the Common Core State Standards in Mathematics.

Throughout the contract period, the vendor will be expected to attend weekly phone calls with NYSED and provide consultation to NYSED, when needed, to support this work. The successful bidder must have the capacity to review the curriculum module components for eight modules produced by the math curriculum vendor for grades 10-12 (3-Geometry, 1-Algebra II, 4-Pre-Calculus). Bidders should note that the proven expertise weighs heavily in scoring.

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

Background

In the spring of 2012, NYSED awarded a vendor, through a competitive bidding process, to develop curriculum modules for grades P-12 with associated professional development aligned to the NYS P-12 CCLS for Mathematics. The primary purpose of these modules is to support systemic change in teaching and learning of standards-based curricula statewide by focusing on five key components - curriculum, instruction, assessment, professional development, and leadership - simultaneously across grade levels. Through newly developed and innovative curriculum modules, grounded by research and standards, and through statewide professional development to implement curriculum modules, New York State stands positioned to better prepare its students to pursue pathways to colleges and careers in a globally competitive economy.
These curriculum modules:

- Provide access to sequenced, spiraled, content-rich statewide curriculum programming and instructional practices that support the attainment of the New York State P-12 Common Core Learning Standards and align to the Board of Regents’ strategic goals.

- Include teaching and learning experiences that scaffold P-12 grade levels, and are focused on P-12 learning progressions.

- Include curriculum maps, lesson plans, performance tasks, scaffolding materials, and other classroom resources. Modules provide curriculum and instructional resources targeted to address all learners within any classroom setting.

- Adhere to key principles of Universal Design for Learning (“UDL”).

For more information on New York State’s existing outreach efforts and resources provided to educators, see: http://engageny.org/

For more information about New York State’s Common Core-aligned curriculum resources, see: http://www.engageny.org/common-core-curriculum

For more information about New York State’s Mathematics Curriculum Modules for Grades P-12, see: http://www.engageny.org/mathematics

For more information on Universal Design for Learning, see: http://www.cast.org/udl/

A major focus of the Common Core is on six instructional shifts needed for their effective implementation in Mathematics. For more information on these “Common Core Shifts,” see: http://engageny.org/resource/common-core-shifts/

**Mandatory Requirements**

The eligible bidder must agree to the Mandatory Requirements found below.

**Mandatory Bid Requirement**

1. The bidder must include, with the submission of the technical proposal, at least 3 current professional letters of reference to substantiate the vendor’s qualifications. Current shall mean references for which the bidder has performed work within the last 3 years. NYSED staff cannot be used as references.

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

3. 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. In order to use the benefits of this funded program for future educational purposes, NYSED shall own all materials developed or created during provision of contract services by the contractor. If materials are prepared under this contract, they shall be in a form that will be ready for copyright in the name of NYSED. Should the vendor use the services of consultants or other organizations or individuals who are not regular employees of the vendor, the subcontract agreement shall provide that such works produced by such other consultants, organizations or individuals and developed or used for purposes of the agreement shall be the sole and exclusive property of NYSED.

2. All vendors must adhere to NYSED’s security protocols regarding the transmission of secure materials via encrypted files and the secure shipment of all materials using a carrier that has ground tracking capability. Electronic transfer via e-mail, Internet, or facsimile (FAX) of any vendor generated products is not permitted unless authorized by NYSED to do so on a case-by-case basis.

3. All materials associated to the contract resulting from this RFP are to be held strictly confidential unless and until otherwise authorized by NYSED, and must not be copied, duplicated, or disseminated in any manner or discussed with anyone other than persons authorized by NYSED.

4. All reviewers involved in the execution of the deliverables must have experience in the implementation of the Common Core Learning Standards for grades 6-12. This experience will be verified through each individual’s resume, which will be submitted with the application.

5. The vendors and all of its subcontractors’ staff performing work on the contract resulting from this RFP must sign a Non-Disclosure Agreement 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 agreement is included in this RFP.

6. All invoices submitted for payment must include dates of services and an itemized list of activities and costs consistent with the approved Schedule of Deliverables contained in the executed contract. Payment(s) for subcontractor(s) must list the subcontractor’s name(s), payment amount(s), and nature of services provided separately on the invoice submitted. Invoices with incomplete information will be returned to the vendor.

7. The vendor agrees to cooperate with, and when there is a difference of opinion, defer to NYSED, on the continual review and refinement of applicant’s services to ensure that all materials align to the New York State P-12 Common Core Learning Standards.

8. 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.

9. Approved staff reviewers cannot be replaced without approval of NYSED. Upon justification for the change, any changes 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 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 math curriculum modules reviews for Geometry, Algebra II and Pre-Calculus (grades 10-12)

- **A. Curriculum modules reviews for grades 10-12:** The vendor will provide NYSED with quality assurance and comprehensive written and verbal feedback on each component of a curriculum module, for eight modules produced by the math curriculum vendor for grades 10-12 (3-Geometry, 1-Algebra II, 4-Pre-Calculus)

  Each module review must include a comprehensive review of the following components:
  - Module Overview/Assessments
  - Topic Overviews
  - Lesson Plans

- **B. Weekly phone conference with NYSED:** The vendor will facilitate a weekly phone call with NYSED to address any areas of concern. The math curriculum vendor and/or curriculum writing team may be asked to join the conference when necessary.

- **C. The vendor will provide consultation services to NYSED,** when needed, to support this work. Consultations will be just-in-time consultations initiated only by NYSED. The purpose is to seek expertise from consultants outside of the weekly phone conference.

**Contract Deliverables and Expectations for Approval:**

For the purposes of this RFP, the chart below identifies the module components (also known as the “deliverable”) including definitions and expectations for acceptance/approval of each, associated with the services to be performed.

Sample module components (similar to the deliverables in the chart below) can be found on each of the five Algebra I modules found at [http://www.engageny.org/resource/algebra-i-module-1](http://www.engageny.org/resource/algebra-i-module-1). Deliverable # 1 will be similar to the “Module Overview and Assessment” file. Deliverable # 2 will be similar to the “Topic Overview” file. Deliverable #’s 3 and 4 will be similar to the “Teacher Materials” file. These samples are given to provide a sense of the work involved and the amount of variation between modules.

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<td>1. Review Module Overview and Assessment Bundles (8 modules: 3-Geometry, 1-Algebra II, 4-Pre-Calculus)</td>
<td>Module Overviews include an emphasis on the major clusters being addressed, with the inclusion of some supporting and additional clusters. They also include a description of what students will be able to know and do by the end of the module, outlines prior knowledge assumed,</td>
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explains the use of models, explains the deductive reasoning, concrete models, and contextual situations relevant to the content, as well as a sequence of ideas and activities. Module overviews demonstrate where and how the Standards for Mathematical Practices live and how they spiral over the progression of grade levels and concepts. Each Module overview is on average ten (10) pages in length.

**Assessment Bundles (one per module)** include:

*Mid-module assessment tasks*- designed specifically to address a portion of the student outcomes for which the unit is designed. Teachers may decide to use these as formative or summative performance tasks. The mid-module assessment task will indicate the end of the first half of lessons.

*End-of-module assessment tasks*- designed specifically to address the standards for which the module is designed and are accompanied with a performance rubric and annotated exemplar student response. This performance task should be used summatively.

Assessment bundles (mid-module and end-of-module) range from 8-25 questions per bundle.

The review vendor is expected to review existing modules and accompanying assessment bundles provided by NYSED and make recommendations to the Department on the overall structure and format. The documents provided by the contractor to the Department will identify strengths and weaknesses of each module and make recommendations to ensure rigor, accuracy, quality and alignment to the NYS P-12 CCLS, Common Core Instructional Shifts in Mathematics, Tri-State Math Rubrics, Publishers’ Criteria, Expectations for New York State Common Core Assessments, PARCC Model Content Frameworks and Progressions for the Common Core State Standards in Mathematics. The assessment tasks must align with the Common Core assessments. Illustrative Mathematics provides some guiding examples for tasks: [http://www.illustrativemathematics.org/](http://www.illustrativemathematics.org/)

Each review document must be no more than ten (10) pages and no less the two (2) pages in length. The documents must at a minimum answer the following questions:

i. Is there a correct weighting of clusters (major, supporting, and additional) and do they include a clear
description of what students will be able to know and do by the end of the module? (E.g. are expectations clearly stated, rigorous, appropriate, and aligned to NYSED standards?).

ii. Are there any parts of the module that are not fully developed, or not sufficiently described? (E.g. prior knowledge is not clear, the concrete models and/or contextual situations are not relevant to the content.)

iii. Does the sequence of ideas, activities, and concepts appropriately spiral over the progression of this grade level?

iv. Do the materials demonstrate an appropriate balance of rigor (conceptual understanding, fluency, and application) and coherence?

v. Are there any mathematical defects? A mathematical defect is defined as an instance in the material where (1) an example, problem, graph, statement, or other mathematical representation is not mathematically correct because of an error or omission or (2) where instructions, explanatory text, and/or artwork in the material either contradict the problem or example shown or incorrectly refer to a problem or example that is irrelevant or nonexistent, thus making one of the two mathematically incorrect.

vi. Do assessment tasks align appropriately with the lessons, identified outcomes, and meet assessment clarifications as defined by NYSED and PARCC?

vii. What are substantive suggestions for improvement of the assessment for alignment to the Common Core standards and shifts in instruction?

2. Review Topic Overviews (one per module for a total of 8: 3-Geometry, 1-Algebra II, 4-Pre-Calculus)

Topic Overviews provide a more extended description of the topic than the description provided in the module overview to help build teacher capacity and knowledge, and a lesson by lesson description to explain how lessons build on each other over the course of the module. Generally the Topic Overview is a single document that contains text relating to all the topics of the module. A topic overview will not exceed 20 pages per module.

The review vendor is expected to review topic overviews provided by NYSED and make recommendations to the Department on the overall structure and format. The documents provided by the contractor to the Department will identify strengths and weaknesses of each overview and make recommendations to ensure rigor, accuracy, quality and alignment to the NYS P-12 CCLS, Common Core Instructional Shifts in Mathematics, Tri-State Math Rubrics, Publishers’ Criteria, Expectations for New York State
| 3. and 4. Review Module Lesson Plans (1\textsuperscript{st} half and 2\textsuperscript{nd} half of lessons) | Lesson plans clearly articulate a NYS P-12 CCLSM-aligned student outcome for key ideas/concepts and utilize the appropriate lesson structure for the material being instructed for students (conceptual based lesson vs. fluency based lesson vs. discussion based lesson) to master that outcome. The outcome can be, at times, accompanied by a few, small performance tasks that would show student mastery by the end of the lesson, or set of lessons (rubric and exemplar responses requested). The lesson plans are also designed to highlight the Standards for Mathematical Practice and assist teachers in implementing these. |
Math lessons include extensive, rigorous problem sets that push students to apply their conceptual understanding in a variety of ways. They should also contain extensive problem sets to push students to increase their fluency in appropriate grade level.

The number of lessons varies from topic to topic; e.g., there are between 2 and 15 lessons per topic on the math modules currently posted on EngageNY.org. No module will exceed 40 lessons. A half of one module’s lessons includes between 10 and 20 lessons/100-200 pages.

*Lesson Plans are submitted by the curriculum vendor to NYSED in 2 parts or “bundles” (the 1st half and 2nd half of one module) due to the length. The mid-module assessment task will indicate the end of the first half of lessons. It is expected that the review vendor will provide a cost per “bundle” for consistency and efficiency.

The review vendor is expected to review the first half and second half of lessons provided by NYSED and make recommendations to the Department on the overall structure and format. The documents provided by the review vendor to the Department will identify strengths and weaknesses of each overview and make recommendations to ensure rigor, accuracy, quality and alignment to the NYS P-12 CCLS, Common Core Instructional Shifts in Mathematics, Tri-State Math Rubrics, Publishers’ Criteria, Expectations for New York State Common Core Assessments, PARCC Model Content Frameworks and Progressions for the Common Core State Standards in Mathematics.

Each review document must be no more than ten (10) pages and no less the two (2) pages in length. One review document will be submitted for each lesson set (half of the lessons in one module). The documents must at a minimum answer the following questions:

i. Do the lesson plans clearly articulate NYS P-12 CCLSM-aligned student outcome for key ideas/concepts and utilize the appropriate lesson structure for the material being instructed for students (conceptual based lesson vs. fluency based lesson vs. discussion based lesson) to master that outcome?

ii. Does the design of the lesson plans highlight the Standards of Mathematical Practice and assist teachers in implementing these?
iii. Do the lesson plans contain an appropriate balance of rigor (conceptual understanding, fluency, and application) and coherence?

iv. Do the lesson plans include extensive, rigorous problem sets that push students to apply their conceptual understanding in a variety of ways? (E.g. do they contain extensive problem sets to push students to increase their fluency in the appropriate grade level?)

v. Are the lessons plans differentiated to be accessible for diverse learners?

vi. Are the lessons clear and user-friendly to enable wide use by teachers state-wide?

vii. What are substantive suggestions for improvement of the lessons for alignment to the Common Core standards and shifts?

5. Weekly phone calls

The bidder will schedule and participate in a weekly phone conference for one hour, at a standard time every week, for the duration of the contract. The purpose will be to clarify objectives and to address issues/concerns. The Project Director will be responsible for reporting progress during these calls.

6. Consultations as needed

Consultations will be just-in-time phone consultations and/or email initiated only by NYSED. The purpose is to seek expertise from consultants outside of the weekly meetings. It is expected that there will be no more than 30 hours of consultation for the duration of the contract.

**Deliverable Review Process:**

When draft module components are received from the math curriculum vendor, NYSED will deliver each component to the review vendor for review/feedback in the following order: Module Overview/Assessments, Topic Overviews, First Half of Lessons, and Second Half of Lessons. Reviews are expected to occur as soon as the component is delivered by NYSED. The order of deliverables is designed to build on one another within each course, with courses being built concurrently—NYSED will deliver the next component as soon as the previous one is completed. Module delivery overlaps: the vendor is not expected to review more than four module components at a time.

Once the vendor receives and reviews the module component/s, vendor should submit written deliverable (review document) to designated contact person(s) at NYSED by date determined by NYSED.

**Deliverable Review Timeline**

NYSED will deliver each component to the review vendor. The review vendor will be expected to complete deliverables in the time allotted below:

Module Overview/Assessments: provide the review documents to NYSED contact within 5 business days for a first draft; 2 business days for all drafts thereafter
Topic Overviews: provide the review documents to NYSED contact within 5 business days for a first draft; 2 business days for all drafts thereafter

First Half of Lessons: provide the review documents to NYSED contact within 5 business days for a first draft; 2 business days for all drafts thereafter

Second Half of Lessons: provide the review documents to NYSED contact within 5 days for a first draft; 2 days for all drafts thereafter

For all written deliverables, NYSED intends to adhere to the following process for each deliverable:

1. Vendor submits deliverable to designated contact person(s) at NYSED within the allotted time stated above.
2. NYSED will review deliverable and comment within ten (10) business days.
3. Vendor will revise the deliverable to reflect (where appropriate) NYSED comments no later than two (2) business days from receipt of NYSED comments.
4. NYSED will accept the deliverable within fifteen (15) business days of the final vendor submission. If for any reason NYSED fails to accept the deliverable, the process will recommence with Step Two (2), incorporating the reasons for revision by NYSED.

Upon acceptance and approval, NYSED will be responsible for incorporating all of the review vendor’s recommendations into the modules.

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 (https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687); 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

Payments and Reports

Payments will be made on a monthly basis, upon receipt of an invoice and based on NYSED’s approval and acceptance of the deliverables completed during that month (a complete deliverable is one module component). The amount to be paid by NYSED per deliverable will not exceed the amount listed in the vendor’s cost proposal for that deliverable. 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. Vendors will be required to submit a quarterly
report through the online survey system called the Monitoring & Vendor Performance System (MVPS). The MVPS captures contract status and performance objectives of Race to the Top funded projects.

The vendor must retain records and accounts and must be able to prepare and submit a final report related to this contract as requested by NYSED.

**Subcontracting Limit**

Subcontracting will be limited to thirty (30%) of the total contract budget. Subcontracting is defined as non-employee direct personal services and related incidental expenses, including travel.

For vendors using subcontractors, a Vendor Responsibility Questionnaire (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 Section 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 May 1, 2014 and end September 23, 2014.

**Electronic Processing of Payments**

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

**M/WBE and Equal Employment Opportunities Requirements Contractor Requirement and Obligation Under New York State Executive Law, Article 15-A (Participation by Minority Group Members and Women with Respect to State Contracts)**

In an effort to eradicate barriers that have historically impeded access by minority group members and women in State contracting activities, Article 15-A, of the New York State Executive Law §310-318, (Participation By Minority Group Members and Women With Respect To State Contracts) was enacted to promote equality of economic opportunities for minority group members and women.
The New York State Education Department ("NYSED") has enacted its policies Equal Opportunity, Non-Discrimination and Affirmative Action and on Minority and Women-Owned Business Enterprise Procurements, consistent with the requirements as set forth under the provisions of Article 15-A (the "Article") incorporated by reference, requiring Contracting Agencies to implement procedures to ensure that the “Contractor” (as defined under Article 15-A, §310.3 shall mean an individual, a business enterprise, including a sole proprietorship, a partnership, a corporation, a not-for-profit corporation, or any other party to a state contract, or a bidder in conjunction with the award of a state contract or a proposed party to a state contract, complies with requirements to ensure Equal Employment Opportunities for Minority Group Members and Women, in addition to providing Opportunities for Minority and Women-Owned Business Enterprises on all covered state contracts.

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

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

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

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

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

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

   c. The contractor shall state in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, marital status, gender, religion, veteran status, sexual orientation, genetic disposition or carrier status.
2. The contractor will include the provisions of subdivision one of this section in every subcontract as defined under §310.14, except as provided under §312.6 of the Article, in such a manner that the provisions will be binding upon each subcontractor as to work in connection with the State contract.

3. Contractors or subcontractors shall comply with the requirements of any federal law concerning equal employment opportunity, which effectuates the purpose of this section.

4. Contractors and subcontractors shall undertake programs of affirmative action and equal employment opportunity as required by this section. In accordance with the provision of the Article, the bidder will submit, with their proposal, Staffing Plan (EEO 100).

5. Certified businesses (as defined under Article 15-A, §310.1 means a business verified as a minority or women-owned business enterprise pursuant to §314 of the Article) shall be given the opportunity for meaningful participation in the performance of this contract, to actively and affirmatively promote and assist their participation in the performance of this contract, so as to facilitate the award of a fair share of this contract to such businesses.

6. Contractor shall make a good faith effort to solicit active participation by enterprises identified in the Empire State Development (“ESD”) directory of certified businesses, which can be viewed at: https://ny.newnyncontracts.com/FrontEnd/VendorSearchPublic.asp?TN=ny&XID=4687. The contractor must document its good faith efforts as set forth in 5 NYCRR 142.8. This document, Contractors Good Faith Efforts, can be found in the M/WBE Submission Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

All required Affirmative Action, EEO, and M/WBE forms to be submitted along with bids and/or proposals for NYSED procurements are attached hereto. Bidders must submit subcontracting forms which:

1) fully comply with the participation goals specified in the RFP; OR

2) partially comply with the participation goals specified in the RFP, and include a request for partial waiver, and document its good faith efforts to fully comply with the percentage goals specified in the RFP; OR

3) do not include certified M/WBE subcontractors or suppliers, and include a request for a complete waiver, and document its good faith efforts to fully comply with the participation goals specified in the RFP.

All M/WBE firms are required to be certified by Empire State Development (ESD) or must be in the process of obtaining certification from ESD. Online Certification can be found at https://ny.newnycontracts.com/FrontEnd/StartCertification.asp?TN=ny&XID=2029

Failure to comply with the requirements of Article 15-A as set forth under this procurement and in conjunction with the corresponding contract, will result in the withholding of associated funds and other enforcement proceedings set forth under Article 15-A.

2.) SUBMISSION

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 in blue ink)
2. Technical Proposal    Three (3) copies
3. Cost Proposal        Three (3) copies (one bearing an original signature in blue ink)
4. M/WBE Documents      Three (3) copies (one bearing an original signature in blue ink)
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 **February 10, 2014 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 #SA-13
Contract Administration Unit
89 Washington Avenue, Room 501W 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)

This section details the submission 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.
The technical 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.

The technical proposal should include the following:

**Organizational Capacity and Experience (20 Points)**

1. A project narrative describing the vendor’s management of human, organizational, technical, and professional ability to complete the required products within the time allotted. The narrative should include a work plan that shows how the vendor will meet the deliverable review timeline outlined in the Deliverable Review Timeline section above (i.e., provide the review documents to NYSED contact within 5 business days for a first draft; 2 business days for all drafts thereafter).

2. Resumes for any and all individuals responsible for ensuring completion of the deliverables listed in this RFP (including those listed below). Include resumes for any sub-contractors and description of their work.
   
   a. A *Project Director* must be identified. The director will be responsible for all programmatic and fiscal oversight of the deliverables and will serve as the liaison to NYSED. The Project Director will be responsible for reporting progress during the weekly phone calls.

   b. The members of the review team involved in performing the work set forth by this RFP should collectively demonstrate experience and expertise, as described in the following minimum qualifications:

      i. Experience with the Common Core Learning Standards for Mathematics

         1. Job experience in 6-12 math education (with an emphasis on high school algebra, geometry, and pre-calculus) within the last 5 years

         2. Ability to demonstrate pedagogical knowledge of the Common Core Learning Standards for Mathematics (grades 6-12)

         3. Ability to demonstrate knowledge of the Common Core Learning Standards for Mathematics, including both the content and practice standard (grades 6-12)

         4. Association with the drafting and development of the standards is preferred

         5. Doctorate in mathematics or science is preferred

      ii. Expertise in curriculum design

         1. Documented evidence of understanding of assessments’ impact on instruction and the necessary integration of assessment and instruction

         2. Documented evidence of understanding of rigorous assessment (multiple choice, constructed responses and performance tasks) aligned to the Common Core Learning Standards (grades 6-12)

         3. Expertise in data driven instructional practices (DDI) and designing assessments to enable DDI

         4. Documented evidence of understanding of curriculum development, particularly experience with the Understanding by Design Framework and the theory of backwards planning
iii. Experience with planning and implementation of Singapore Math. The philosophies behind the CCLS and Singapore Math in terms of what mathematics education should look like are very similar. With Singapore Math, more time is devoted to fewer topics. Mathematical concepts are taught in a three step progression. Students are first exposed to ideas through concrete experiences such as hands-on activities. Students are then exposed to the pictorial representations of the same idea, and then finally move on to the more abstract representations that include the writing of equations. The purpose of the first two stages is to build a strong foundational base before learning the algorithm. It is the belief that students need to learn the structure and patterns behind the algorithm, the why behind the algorithm before obtaining procedural fluency in that algorithm. Overall, Singapore Math is a blending of algorithms and visual modeling, with the goal being to create solid problem solvers and critical thinkers. The review team should have:
   1. Experience with conceptual based approach (teaching and learning) of Mathematics
   2. Experience with an equal intensity program of conceptual based learning, fluency and application

3. At least three current professional letters of reference to substantiate the vendor’s qualifications. “Current” shall mean references for which the vendor has performed work within the last three years. Do not use NYSED staff as references.

Demonstrated Expertise (50 Points)

Narrative (10 points)

4. A description of the vendor’s specialized knowledge of the NYS P-12 Common Core Learning Standards for Mathematics, Common Core Instructional Shifts in Mathematics, Tri-State Math Rubrics, Publishers’ Criteria for Math, Expectations for New York State Common Core Assessments, the PARCC Model Content Frameworks for Mathematics, and approach to ensuring the quality of the curricular resources developed by the math curriculum vendor.

5. A description of a service or program, similar to the type of work to be conducted, that the vendor aligned to specific standards. The description should include the specific standards and evidence that the service or program achieved positive outcomes.

Performance Task (40 points)

6. A written analysis of Module 1 of the Geometry curriculum posted on EngageNY (http://www.engageny.org/resource/geometry-module-1), at approximately 1,000 words in length, demonstrating the vendor’s expertise and the vendor’s understanding of:
   a) NYS P-12 Common Core Learning Standards for Mathematics (content and practice standards)
   b) Common Core Instructional Shifts in Mathematics
   c) Tri-State Math Rubrics
   d) Publishers’ Criteria for High School Math
   e) Expectations for New York State Common Core Assessments
   f) PARCC Model Content Frameworks for Mathematics
   g) Progressions for the Common Core State Standards in Mathematics
Cost Proposal (30 points)
The original plus two (2) copies of the completed Cost Proposal must be mailed in a separate envelope labeled RFP #SA-13–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 #SA-13–M/WBE Documents–Do Not Open. Please return the documents listed for the compliance method bidder has achieved:

Full Participation–No Request for Waiver
1. M/WBE Cover Letter Signatures Required
2. M/WBE 100 Utilization Plan
3. M/WBE 102 Notice of Intent to Participate
4. EEO 100 Staffing Plan

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

No Participation–Request for Complete Waiver
1. M/WBE Cover Letter Signatures Required
2. M/WBE 101 Request for Waiver
3. M/WBE 105 Contractor’s Good Faith Efforts
3.) EVALUATION CRITERIA AND METHOD OF AWARD

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

Criteria for Evaluating Bids

All 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.

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<th>Technical Proposal</th>
<th>Points</th>
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<td>Organizational Capacity and Experience</td>
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<td>Demonstrated Expertise</td>
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<th>Cost Proposal</th>
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<td>TOTAL</td>
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Total Points Available 100

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

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

**NYSED’s Reservation of Rights**

NYSED reserves the right to: (1) reject any or all proposals received in response to the RFP; (2) withdraw the RFP at any time, at the agency’s sole discretion; (3) make an award under the RFP in whole or in part; (4) disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP; (5) seek clarifications of proposals; (6) use proposal information obtained through site visits, management interviews and the state’s investigation of a bidder’s qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency’s request for clarifying information in the course of evaluation and/or selection under the RFP; (7) prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available; (8) prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments; (9) change any of the scheduled dates; (10) waive any requirements that are not material; (11) negotiate with the successful bidder within the scope of the RFP in the best interests of the state; (12) conduct contract negotiations with the next responsible bidder, should the agency be unsuccessful in negotiating with the selected bidder; (13) utilize any and all ideas submitted in the proposals received; (14) unless otherwise specified in the solicitation, every offer is firm and not revocable for a period of 90 days from the bid opening; (15) require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer’s proposal and/or to determine an offerer’s compliance with the requirements of the solicitation; (16) 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 501W 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 501W EB
Albany, NY 12234

3. The NYSED Contract Administration Unit (CAU) will convene a review team that will include at least one staff member from each of NYSED’s Office of Counsel, CAU, and the Program Office. The review team will review and consider the merits of the protest and will decide whether the protest is approved or denied. Counsel’s Office will provide the bidder with written notification of the review team’s decision within seven (7) business days of the receipt of the protest. The original protest and decision will be filed with OSC when the contract procurement record is submitted for approval and CAU will advise OSC that a protest was filed.

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

Vendor Responsibility

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

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from
the VendRep website 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 – Mary Cahill
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](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](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/](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 with 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. Forms are available through these links:

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 AND APPENDICES

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
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:

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<td>3. M/WBE 102 Notice of Intent to Participate</td>
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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 A.

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 waivered 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 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
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  
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).
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 therefore. Such agreement shall provide that any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department and that such work shall be prepared in a form ready for copyright by the New York State Education Department. A copy of such agreement shall be provided to the State.

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). Form B will be filed no later than May 15th of each 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, 11th Floor
Albany, NY 12236
Attn: Consultant Reporting

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

Reports to DCS are to be transmitted as follows:
By mail: NYS Department of Civil Service
   Office of Counsel
   Alfred E. Smith Office Building
   Albany, NY 12239

Reports to NYSED are to be transmitted as follows:

By mail: NYS Education Department
   Contract Administration Unit
   Room 501 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.
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

NON-DISCLOSURE AGREEMENT

New York State Education Department

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 NYSED, 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 NYSED or developed by me or my organization, prior to public release by the Department;

c) 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 NYSED staff or other person(s) participating in the work described above, unless specifically authorized to do so by NYSED. I also agree not to disclose such materials to any Department staff other than NYSED staff without the prior permission of NYSED.

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 NYSED.

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 NYSED staff or other person(s) participating in the work described above, unless specifically authorized to do so by NYSED.

6) I agree to immediately report to NYSED 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 #SA-13
NEW YORK STATE EDUCATION DEPARTMENT

Title: MATHEMATICS CURRICULUM REVIEWER FOR GEOMETRY, ALGEBRA II AND PRE-CALCULUS
(Grades 10-12)

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:

<table>
<thead>
<tr>
<th>Document Description</th>
<th>Number of copies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submission Documents labeled Submission Documents - RFP #SA-13 Do Not Open</td>
<td>Three copies (one signed original)</td>
</tr>
<tr>
<td>Technical Proposal labeled Technical Proposal - RFP #SA-13 Do Not Open</td>
<td>Three copies</td>
</tr>
<tr>
<td>Cost Proposal labeled Cost Proposal – RFP #SA-13 Do Not Open</td>
<td>Three copies (one signed original)</td>
</tr>
<tr>
<td>M/WBE Documents labeled M/WBE Documents—RFP #SA-13 Do Not Open</td>
<td>Three copies (one signed original)</td>
</tr>
<tr>
<td>CD-ROM containing technical/ cost proposal, M/WBE and Submission Documents labeled CD-ROM—RFP #SA-13 Do Not Open</td>
<td>One copy</td>
</tr>
</tbody>
</table>

To:

NYS Education Department
Bureau of Fiscal Management
Contract Administration Unit
Attn: Nell Brady, RFP #SA-13
89 Washington Avenue, Room 501W EB
Albany, NY 12234
**Application Checklist RFP-SA-13**

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)

<table>
<thead>
<tr>
<th>REQUIREMENT</th>
<th>Included</th>
</tr>
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<tbody>
<tr>
<td>1. This checklist</td>
<td>☐</td>
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<tr>
<td>2. Response Sheet for Bids</td>
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<tr>
<td>3. Non-Collusive Bidding Certification</td>
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<tr>
<td>4. MacBride Certification</td>
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<tr>
<td>5. Certification-Omnibus Procurement Act of 1992</td>
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<tr>
<td>6. Certifications Regarding Lobbying; Debarment and Suspension; and Drug-Free Workplace Requirements</td>
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<tr>
<td>7. Offerer Disclosure of Prior Non-Responsibility Determinations</td>
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</tr>
<tr>
<td>8. Iran Divestment Act Certification</td>
<td>☐</td>
</tr>
<tr>
<td>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 ☐ if not applicable)</td>
<td>☐</td>
</tr>
<tr>
<td>10. TAC Certification (if applicable)</td>
<td>☐</td>
</tr>
<tr>
<td>11. Vendor Responsibility Questionnaire (☐ Paper submission ☐ Electronic filing ☐ Not applicable)</td>
<td>☐</td>
</tr>
</tbody>
</table>

**While the following forms are not required until notification of selection is made, bidders are strongly encouraged to submit the following forms with their proposal**

**Sales and Compensating Use Tax Documentation**


| 12. ST-220 CA – Sales and Compensating Use Tax Certification | ☐        |

**Worker’s Compensation Documentation** [http://www.wcb.ny.gov/content/main/Employers/busPermits.jsp](http://www.wcb.ny.gov/content/main/Employers/busPermits.jsp)

| 13. 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 | ☐        |
| 14. Form SI-12 – Certificate of Workers’ Compensation Self-Insurance; or Form GSI-105.2 Certificate of Participation in Workers’ Compensation Group Self-Insurance; OR | ☐        |
| 15. CE-200 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. | ☐        |

**Disability Benefits Coverage** [http://www.wcb.ny.gov/content/main/Employers/busPermits.jsp](http://www.wcb.ny.gov/content/main/Employers/busPermits.jsp)

| 16. Form DB-120.1 - Certificate of Disability Benefits Insurance; OR | ☐        |
| 17. Form DB-155 - Certificate of Disability Benefits Self-Insurance; OR | ☐        |
| 18. CE-200 – Certificate of Attestation of Exemption from New York State Workers’ Compensation and/or Disability Benefits Coverage. | ☐        |

**Consultant Disclosure Reporting** [http://www.osc.state.ny.us/agencies/gbull/g226forma.doc](http://www.osc.state.ny.us/agencies/gbull/g226forma.doc)

| 19. Form A | ☐        |

48
B. TECHNICAL PROPOSAL PACKAGE

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Technical Proposal</td>
<td></td>
</tr>
<tr>
<td>2. Mandatory Requirements Certification Form Signature Required.</td>
<td></td>
</tr>
<tr>
<td>3. Any attachments or supporting materials (resumes, etc.)</td>
<td></td>
</tr>
</tbody>
</table>

C. COST PROPOSAL PACKAGE (SIGNATURE REQUIRED)

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Cost Proposal Form</td>
<td></td>
</tr>
<tr>
<td>2. Cost Proposal Summary</td>
<td></td>
</tr>
<tr>
<td>3. Subcontracting Form</td>
<td></td>
</tr>
<tr>
<td>4. M/WBE Subcontracting/Supplier Form</td>
<td></td>
</tr>
</tbody>
</table>

D. M/WBE DOCUMENTS PACKAGE (SIGNATURES REQUIRED)

- Full Participation  - Request Partial Waiver  - Request Total Waiver

<table>
<thead>
<tr>
<th>Type of Form</th>
<th>Full Participation</th>
<th>Request Partial Waiver</th>
<th>Request Total Waiver</th>
</tr>
</thead>
<tbody>
<tr>
<td>M/WBE Cover Letter</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td><strong>M/WBE 100</strong> Utilization Plan</td>
<td>□</td>
<td>□</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>M/WBE 102</strong> Notice of Intent to Participate</td>
<td>□</td>
<td>□</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>EEO 100</strong> Staffing Plan and Instructions</td>
<td>□</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td><strong>M/WBE 105</strong> Contractor’s Good Faith Efforts</td>
<td>N/A</td>
<td>□</td>
<td>□</td>
</tr>
<tr>
<td><strong>M/WBE 101</strong> Request for Waiver Form and Instructions</td>
<td>N/A</td>
<td>□</td>
<td>□</td>
</tr>
</tbody>
</table>

E. CD ROM  

Signature:___________ Date:______________

Print Name:___________ Name of Bidder:___________
Response Sheet for Bids

Please complete the bidder section on this sheet even if you choose not to bid. Read the detailed specifications, terms, and conditions, and submit this form along with your completed bid form and supporting materials.

Agency and Bid-Delivery Information

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

Bid Proposal #SA-13
DO NOT OPEN

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

Bidder Information—Please Complete This Section

Please complete the following even if you are choosing not to bid; responses must be legible. By signing, you indicate your express authority to sign on behalf of yourself, or your company or other entity and full knowledge and acceptance of the terms and conditions of the bid. You also affirm that you understand and agree to comply with the procedures of the NYSED relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

<table>
<thead>
<tr>
<th>Name of Company Bidding</th>
<th>Employer's Federal Tax ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NYS Vendor ID</td>
</tr>
</tbody>
</table>

Address  

<table>
<thead>
<tr>
<th>Street</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
</table>

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.)

<table>
<thead>
<tr>
<th>Bidder’s Signature</th>
<th>Date</th>
<th>E-mail</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Print Name as Signed and Title

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

<table>
<thead>
<tr>
<th>Legal name of person, firm or corporation</th>
<th>Legal name of person, firm or corporation</th>
</tr>
</thead>
<tbody>
<tr>
<td>By: ___________________  ___________________</td>
<td></td>
</tr>
<tr>
<td>Name: _______________  Name: _______________</td>
<td></td>
</tr>
<tr>
<td>Title: _______________  Title: _______________</td>
<td></td>
</tr>
</tbody>
</table>

Street Address

____________________________  ____________________

City, State, Zip Code

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

<table>
<thead>
<tr>
<th>NAMES OF PARTNERS OR PRINCIPALS</th>
<th>LEGAL RESIDENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>NAME</th>
<th>LEGAL RESIDENCE</th>
</tr>
</thead>
<tbody>
<tr>
<td>President:</td>
<td></td>
</tr>
<tr>
<td>Secretary:</td>
<td></td>
</tr>
<tr>
<td>Treasurer:</td>
<td></td>
</tr>
<tr>
<td>President:</td>
<td></td>
</tr>
<tr>
<td>Secretary:</td>
<td></td>
</tr>
<tr>
<td>Treasurer:</td>
<td></td>
</tr>
</tbody>
</table>
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 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,

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

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

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and

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

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

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

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -
A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

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

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

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

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

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

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

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

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

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

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

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director, Grants Policy and Oversight Professional, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant;

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

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

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

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

______________________________________________

______________________________________________

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

**DRUG-FREE WORKPLACE**

(Grantees who are individuals)

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

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

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Policy and Oversight Professional, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office Building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant.
As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications. The applicant will provide immediate written notice to the NYSED Contract Administration Unit if at any time the applicant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

<table>
<thead>
<tr>
<th>NAME OF APPLICANT NAME</th>
<th>PR/AWARD NUMBER AND / OR PROJECT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE</th>
<th></th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>DATE</th>
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<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACT YEAR</th>
<th>CONTRACT NUMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
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: __________________________
### TYPE OR PRINT INFORMATION NEATLY. PLEASE REFER TO INSTRUCTIONS FOR MORE INFORMATION.

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

<table>
<thead>
<tr>
<th>Part</th>
<th>Information</th>
<th>AGENCY ID:</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Legal Business Name:</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>If you use a DBA, please list below:</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Entity Type (Check one only):</td>
<td></td>
</tr>
<tr>
<td></td>
<td>State Government</td>
<td>Public Authority</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Part</th>
<th>Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Enter your TIN here: <strong>(DO NOT USE DASHES)</strong></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Taxpayer Identification Type (check appropriate box):</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Employer ID No. (EIN)</td>
<td>Social Security No. (SSN)</td>
</tr>
</tbody>
</table>

#### Part III: Address

<table>
<thead>
<tr>
<th>Part</th>
<th>Information</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Physical Address:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Number, Street, and Apartment or Suite Number</td>
<td>Number, Street, and Apartment or Suite Number</td>
</tr>
<tr>
<td></td>
<td>City, State, and Nine Digit Zip Code or Country</td>
<td>City, State, and Nine Digit Zip Code or Country</td>
</tr>
<tr>
<td>2.</td>
<td>Remittance Address:</td>
<td></td>
</tr>
</tbody>
</table>

#### 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

<table>
<thead>
<tr>
<th>Contact Person:</th>
<th>Title:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>(Print Name)</strong></td>
<td></td>
</tr>
<tr>
<td>Contact’s Email Address:</td>
<td>Phone Number:</td>
</tr>
<tr>
<td></td>
<td>( )</td>
</tr>
</tbody>
</table>

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

Please indicate all methods of payment acceptable to your organization:

- [ ] Electronic
- [ ] Check
- [ ] VISA
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)\(^1\) 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.

\(^1\) 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.
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

New York State Education Department

Mathematics Curriculum Reviewer for Geometry, Algebra II and Pre-Calculus (Grades 10-12)

By signing this form, the undersigned agrees it can provide and/or meet all of the requirements listed here.

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

<table>
<thead>
<tr>
<th>Requirement</th>
<th>As supported in this proposal on page(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Mandatory Bid Requirements</strong></td>
<td></td>
</tr>
<tr>
<td>1. The bidder must include, with the submission of the technical proposal, at least 3 current professional letters of reference to substantiate the vendor’s qualifications. Current shall mean references for which the bidder has performed work within the last 3 years. NYSED staff cannot be used as references.</td>
<td></td>
</tr>
<tr>
<td>2. Any proprietary material considered confidential by the bidder must specifically be so identified, and the basis for such confidentiality must be set in the proposal.</td>
<td></td>
</tr>
<tr>
<td>3. All bidders must return the Mandatory Requirements Certification form, 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.</td>
<td></td>
</tr>
<tr>
<td><strong>Mandatory Contract Requirements</strong></td>
<td></td>
</tr>
<tr>
<td>1. In order to use the benefits of this funded program for future educational purposes, NYSED shall own all materials developed or created during provision of contract services by the contractor. If materials are prepared under this contract, they shall be in a form that will be ready for copyright in the name of NYSED. Should the vendor use the services of consultants or other organizations or individuals who are not regular employees of the vendor, the subcontract agreement shall provide that such works produced by such other consultants, organizations or individuals and developed or used for purposes of the agreement shall be the sole and exclusive property of NYSED.</td>
<td></td>
</tr>
<tr>
<td>2. All vendors must adhere to NYSED’s security protocols regarding the transmission of secure materials via encrypted files and the secure shipment of all materials using a carrier that has ground tracking capability. Electronic transfer via e-mail, Internet, or facsimile (FAX) of any vendor generated products is not permitted unless authorized by NYSED to do so on a case-by-case basis.</td>
<td></td>
</tr>
</tbody>
</table>
3. All materials associated to the contract resulting from this RFP are to be held strictly confidential unless and until otherwise authorized by NYSED, and must not be copied, duplicated, or disseminated in any manner or discussed with anyone other than persons authorized by NYSED.

4. All reviewers involved in the execution of the deliverables must have experience in the implementation of the Common Core Learning Standards for grades 6-12. This experience will be verified through each individual’s resume, which will be submitted with the application.

5. The vendors and all of its subcontractors’ staff performing work on the contract resulting from this RFP must sign a Non-Disclosure Agreement 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 agreement is included in this RFP.

6. All invoices submitted for payment must include dates of services and an itemized list of activities and costs consistent with the approved Schedule of Deliverables contained in the executed contract. Payment(s) for subcontractor(s) must list the subcontractor’s name(s), payment amount(s), and nature of services provided separately on the invoice submitted. Invoices with incomplete information will be returned to the vendor.

7. The vendor agrees to cooperate with, and when there is a difference of opinion, defer to NYSED, on the continual review and refinement of applicant’s services to ensure that all materials align to the New York State P-12 Common Core Learning Standards.

8. 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.

9. Approved staff reviewers cannot be replaced without approval of NYSED. Upon justification for the change, any changes 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 signed Mandatory Requirements Certification or fail to comply with all Mandatory Requirements will be disqualified and removed from further consideration.

<table>
<thead>
<tr>
<th>Vendor Signature</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Printed Name</td>
<td></td>
</tr>
<tr>
<td>Title</td>
<td></td>
</tr>
<tr>
<td>Company Name</td>
<td></td>
</tr>
<tr>
<td>Company Address</td>
<td></td>
</tr>
</tbody>
</table>
RFP #SA-13: MATHEMATICS CURRICULUM REVIEWER
FOR GRADES GEOMETRY, ALGEBRA II AND PRE-CALCULUS (GRADES 10-12)
Cost Proposal Form

Name of Bidder: ________________________________________________________________

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.

### GEOMETRY (GRADE 10)

<table>
<thead>
<tr>
<th>Deliverable – Review of Module Components</th>
<th>Cost per module</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deliverable 1: Review and Provide Review Documents for Module Overview and Assessment Bundles</td>
<td></td>
</tr>
<tr>
<td>Deliverable 2: Review and Provide Review Documents for Topic Overviews</td>
<td></td>
</tr>
<tr>
<td>Deliverable 3: Review and Provide Review Documents for Module Lesson Plans, First Half of Lessons</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL**

*Please calculate the total cost for all 3 Geometry modules on the Cost Proposal Summary page.*

### ALGEBRA II (GRADE 11)

<table>
<thead>
<tr>
<th>Deliverable – Review of Module Components</th>
<th>Cost per module</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deliverable 1: Review and Provide Review Documents for Module Overview and Assessment Bundles</td>
<td></td>
</tr>
<tr>
<td>Deliverable 2: Review and Provide Review Documents for Topic Overviews</td>
<td></td>
</tr>
<tr>
<td>Deliverable 3: Review and Provide Review Documents for Module Lesson Plans, First Half of Lessons</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL**

*Please transfer the total per Algebra II module to the Cost Proposal Summary page.*
**PRE-CALCULUS (GRADE 12)**

<table>
<thead>
<tr>
<th>Deliverable – Review of Module Components</th>
<th>Cost per module</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deliverable 1: Review and Provide Review Documents for Module Overview and Assessment Bundles</td>
<td></td>
</tr>
<tr>
<td>Deliverable 2: Review and Provide Review Documents for Topic Overviews</td>
<td></td>
</tr>
<tr>
<td>Deliverable 3: Review and Provide Review Documents for Module Lesson Plans, First Half of Lessons</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
</tr>
</tbody>
</table>

*Please calculate the total cost for all 4 Pre-calculus modules on the Cost Proposal Summary page.*

**CONSULTATION**

<table>
<thead>
<tr>
<th>Deliverable – Consultation</th>
<th>Cost per hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Deliverable 5: Weekly One-Hour Phone Calls</td>
<td></td>
</tr>
<tr>
<td>Deliverable 6: Consultations</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
</tr>
</tbody>
</table>

*Please calculate the total cost for the maximum of 30 weekly one-hour phone calls, and the maximum of 30 hours of consultation, on the Cost Proposal Summary page.*

**Vendor**

Signature: ____________________________  Date: ____________________________

Printed Name: ____________________________

Title: ____________________________

Company Name: ____________________________

Company Address: ____________________________
**RFP #SA-13: MATHEMATICS CURRICULUM REVIEWER**

**COST PROPOSAL SUMMARY**

MATHEMATICS CURRICULUM REVIEWER FOR

GEOMETRY, ALGEBRA II AND PRE-CALCULUS (GRADES 10-12)

<table>
<thead>
<tr>
<th>TOTAL BUDGET</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total cost per Geometry module <em>multiplied by 3 modules</em></td>
<td></td>
</tr>
<tr>
<td>Total cost per Algebra II module <em>(there is 1 Algebra II module)</em></td>
<td></td>
</tr>
<tr>
<td>Total cost per Pre-calculus module <em>multiplied by 4 modules</em></td>
<td></td>
</tr>
<tr>
<td>Total cost per weekly one-hour phone call <em>multiplied by the maximum of 30 calls</em></td>
<td></td>
</tr>
<tr>
<td>Total cost per hour of consultation <em>multiplied by the maximum of 30 hours</em></td>
<td></td>
</tr>
</tbody>
</table>

*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

**MATHEMATICS CURRICULUM REVIEWER FOR GEOMETRY, ALGEBRA II AND PRE-CALCULUS (GRADES 10-12)**

Bidder Name: ____________________________________________  RFP #: SA-13

(whole dollar figures only)

<table>
<thead>
<tr>
<th>Name of Subcontractor</th>
<th>M/WBE</th>
<th>Entity Type</th>
<th>Work Description &amp; Estimated Hours/Days</th>
<th>Projected Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>☐ MBE</td>
<td>☐ For Profit</td>
<td>☐ Not –For-Profit</td>
<td></td>
</tr>
<tr>
<td></td>
<td>☐ WBE</td>
<td>☐ For Profit</td>
<td>☐ Not –For-Profit</td>
<td></td>
</tr>
<tr>
<td></td>
<td>☐ MBE</td>
<td>☐ For Profit</td>
<td>☐ Not –For-Profit</td>
<td></td>
</tr>
<tr>
<td></td>
<td>☐ WBE</td>
<td>☐ For Profit</td>
<td>☐ Not –For-Profit</td>
<td></td>
</tr>
<tr>
<td></td>
<td>☐ MBE</td>
<td>☐ For Profit</td>
<td>☐ Not –For-Profit</td>
<td></td>
</tr>
<tr>
<td></td>
<td>☐ WBE</td>
<td>☐ For Profit</td>
<td>☐ Not –For-Profit</td>
<td></td>
</tr>
<tr>
<td></td>
<td>☐ MBE</td>
<td>☐ For Profit</td>
<td>☐ Not –For-Profit</td>
<td></td>
</tr>
<tr>
<td></td>
<td>☐ WBE</td>
<td>☐ For Profit</td>
<td>☐ Not –For-Profit</td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Total Subcontracting Cost</th>
<th>Total Project Budget</th>
<th>Percent of Subcontracting to Total Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>
New York State Education Department

MATHEMATICS CURRICULUM REVIEWER FOR
GEOMETRY, ALGEBRA II AND PRE-CALCULUS (GRADES 10-12)

Bidder Name: _______________________________  RFP #: SA-13

M/WBE Purchases For Year One
(whole dollar figures only)

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

<table>
<thead>
<tr>
<th>Name of Vendor</th>
<th>Type of Services or Supplies</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

Total MBE Costs
Total Budget
Total MBE Costs divided by Total Budget (%)

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

<table>
<thead>
<tr>
<th>Name of Vendor</th>
<th>Type of Services or Supplies</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total WBE Costs
Total Budget
Total WBE Costs divided by Total Budget (%)

**M/WBE Purchases**

<table>
<thead>
<tr>
<th>M/WBE Purchases</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>% MBE Purchases to Budget</td>
<td></td>
</tr>
<tr>
<td>% WBE Purchases to Budget</td>
<td></td>
</tr>
</tbody>
</table>
M/WBE Documents
Minority & Woman-Owned Business Enterprise Requirements

NAME OF FIRM______________________________________________________

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

In an effort to promote and assist in the participation of certified M/WBEs as subcontractors and suppliers on this project for the provision of services and materials, the bidder is required to comply with NYSED’s participation goals through one of the three methods below. Please indicate which one of the following is included with the M/WBE Documents Submission.

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

By my signature on this Cover Letter, I certify that I am authorized to bind the Bidder’s firm contractually.

Typed or Printed Name of Authorized Representative of the Firm

Typed or Printed Title/Position of Authorized Representative of the Firm

Signature/Date
**M/WBE 100**

**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.: ____________________________

<table>
<thead>
<tr>
<th>Certification M/WBE</th>
<th>Classification (check all applicable)</th>
<th>Description of Work (Subcontracts/Supplies/Services)</th>
<th>Annual Dollar Value of Subcontracts/Supplies/Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>NAME</td>
<td>NYS ESD Certified</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADDRESS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CITY, ST, ZIP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PHONE/E-MAIL</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FEDERAL ID No.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>NAME</td>
<td>NYS ESD Certified</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ADDRESS</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CITY, ST, ZIP</td>
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<tr>
<td>PHONE/E-MAIL</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>FEDERAL ID No.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 ____________________________

REVIEWED BY ____________________________ DATE ________

UTILIZATION PLAN APPROVED YES/NO DATE ________

NOTICE OF DEFICIENCY ISSUED YES/NO DATE ________

NOTICE OF ACCEPTANCE ISSUED YES/NO DATE ________
**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

_________________________ Printed or Typed Name and Title of Authorized Representative

_________________________ Date
<table>
<thead>
<tr>
<th>EEO - Job Categories</th>
<th>Total Work Force</th>
<th>Hispanic or Latino</th>
<th>Not-Hispanic or Latino</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
</tr>
<tr>
<td></td>
<td>White</td>
<td>African-American or Black</td>
<td>Native Hawaiian or Other Pacific Islander</td>
</tr>
<tr>
<td>Executive/Senior Level Officials and Managers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>First/Mid-Level Officials and Managers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professionals</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Technicians</td>
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<td></td>
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<tr>
<td>Sales Workers</td>
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<tr>
<td>Administrative Support Workers</td>
<td></td>
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<td></td>
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<tr>
<td>Craft Workers</td>
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<td></td>
<td></td>
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<tr>
<td>Operatives</td>
<td></td>
<td></td>
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<tr>
<td>Laborers and Helpers</td>
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<tr>
<td>Service Workers</td>
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<td></td>
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<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PREPARED BY (Signature): ___________________________ DATE: ____________

NAME AND TITLE OF PREPARER: ________________________ TELEPHONE/EMAIL: ____________________________

(print or type)
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.
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 located outside of the region in which the State contract scope of work is to be performed to participate on the State contract;
(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.
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 #SA-13: MATHEMATICS CURRICULUM REVIEWER FOR GEOMETRY, ALGEBRA II AND PRE-CALCULUS (GRADES 10-12)

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.

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<th>ESTIMATED DATE</th>
<th>M/WBE NAME</th>
<th>PHONE/EMAIL</th>
<th>TYPE OF WORK</th>
<th>BUDGET</th>
<th>REASON</th>
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To the best of my knowledge and belief, said New York State Certified Minority/Women Business Enterprise contractor(s) was/were not selected, unavailable for work on this project, or unable to provide a quote for the following reasons: Please check appropriate reasons given by each MBE/WBE firm contacted above.

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

Authorized Representative Signature   Date   Print Name
REQUEST FOR WAIVER FORM

BIDDER/CONTRACTOR NAME: ________________________________

TELEPHONE: ________________________________

EMAIL: ________________________________

ADDRESS: ________________________________

FEDERAL ID NO.: ________________________________

CITY, STATE, ZIPCODE: ________________________________

RFP#/CONTRACT NO.: ________________________________

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 100%
  - [ ] Partial _______%

- [ ] WBE Waiver - A waiver of the WBE goal for this procurement is requested.
  - [ ] Total 100%
  - [ ] 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: ________________________________

FOR AUTHORIZED USE ONLY

NAME OF PREPARER: ________________________________

TITLE OF PREPARER: ________________________________

TELEPHONE: ________________________________

EMAIL: ________________________________

REVIEWED BY: ________________________________

DATE: ________________________________

WAIVER GRANTED  □ YES  □ NO

□ TOTAL WAIVER

□ PARTIAL WAIVER

□ ESD CERTIFICATION WAIVER

□ NOTICE OF DEFICIENCY

□ CONDITIONAL WAIVER

COMMENTS: ________________________________

DATE: ________________________________

M/WBE 101 (3/2012)
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.