

REQUEST FOR PROPOSAL (RFP)

RFP # 66

NEW YORK STATE EDUCATION DEPARTMENT

Title: New York State Center for School Safety Technical Assistance Center

The New York State Education Department (NYSED) **Office of Student Support Services** is seeking proposals for **The New York State Center for School Safety** to provide technical assistance, professional development and resources related to school safety and school climate.

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

NYSED will award one (1) contract pursuant to this RFP. The contract resulting from this RFP will be for a term anticipated to begin January 1, 2026, and to end December 31, 2030.

Bidders are required to comply with NYSED's Minority and Women-Owned Business Enterprises (M/WBE) participation goals for this RFP through one of three methods. Compliance methods are discussed in detail in the Minority/Women-Owned Business Enterprise (M/WBE) Participation Goals section below.

Service Area: statewide

Mandatory Requirements: See Mandatory Requirements section of the RFP.

Components contained in RFP 66 are as follows:

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

Questions regarding the request must be submitted via [online form](#) no later than the close of business **October 15, 2025**. A Questions and Answers Summary will be posted to [NYSED's Procurement website](#) no later than October 22, 2025. The following are the designated contacts for this procurement:

Program Matters: Karen Hollowood

Fiscal Matters: Karen Somide

MWBE Matters: Thomas McBride

Bidders are requested to submit their bids electronically. The following documents, as detailed in the Submission section of this RFP, must be received via [online form](#) no later than **November 10, 2025**:

1. Submission Documents labeled **<name of bidder> Submission Documents RFP 66**
2. Technical Proposal labeled **<name of bidder> Technical Proposal RFP 66**
3. Cost Proposal labeled **<name of bidder> Cost Proposal RFP 66**

4. M/WBE Documents labeled <name of bidder> M/WBE Documents RFP 66

Instructions for Submitting an Electronic Bid:

1. The technical and cost proposal documents should be submitted in Microsoft Office. PDF files that are editable and Optical Character Recognition (OCR) searchable are acceptable. Please do not submit the technical or cost proposal as a scanned PDF.
2. Submission documents requiring a signature must be signed using one of the methods listed below and may be submitted as a Microsoft Office, PDF, or JPG document. A scanned PDF is acceptable for these documents.
3. The following forms of e-signatures are acceptable:
 - a. handwritten signatures on faxed or scanned documents
 - b. e-signatures that have been authenticated by a third-party digital software, such as DocuSign and Adobe Sign
 - c. stored copies of the images of signatures that are placed on a document by copying and pasting or otherwise inserting them into the documents
4. Unacceptable forms of e-signatures include:
 - a. a typed name, including a signature created by selecting a script or calligraphy font for the typed name of the person "signing"
5. To identify the signer and indicate that the signer understood and intended to agree to the terms of the signed document, the signer will sign beside or provide by email the following attestation: "I agree, and it is my intent, to sign this document by <describe the signature solution used> and by electronically submitting this document to <name of recipient individual or entity>. I understand that my signing and submitting this document is the legal equivalent of having placed my handwritten signature on the submitted document and this attestation. I understand and agree that by electronically signing and submitting this document I am affirming to the truth of the information contained therein."
6. To ensure receipt of your bid, please ensure that the RFP number (66) and title listed on page 1 are accurately entered into the fields "Procurement No" and "Procurement Title/Name" on the [online form](#). Failure to include this information may result in the bid not being received by the deadline or considered for award.

1.) **Description of Services to be Performed**

Work Statement and Specifications

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

Mandatory Requirement

The eligible bidder must agree to the Mandatory Requirement found below and must submit the Mandatory Requirements Certification Form located in 5.) Submission Documents. This required form must be signed by an authorized person. **Bids that do not comply with the Mandatory Requirements will be disqualified.**

The Center must maintain an office in New York State. Bidders will indicate the location of their New York State office in the Mandatory Certification form.

Minority and Women-Owned Business Enterprise (M/WBE) Participation Goals Pursuant to Article 15-A of the New York State Executive Law

For purposes of this procurement, NYS Education Department hereby establishes an overall goal of 30% of the total contract amount for M/WBE participation, 17% for Minority-Owned Business Enterprises (“MBE”) participation and 13% for Women-Owned Business Enterprises (“WBE”) participation based on the current availability of qualified MBEs and WBEs. All bidders must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this Contract. Minority and Women-Owned Business Enterprise (M/WBE) participation includes any and all services, materials or supplies purchased from New York State certified minority and women-owned firms. Utilization of certified Minority and Women-Owned firms will be applied toward the goals. Bidders can achieve compliance with NYSED’s Minority and Women-Owned Business Enterprise goals as described below.

ACHIEVE FULL COMPLIANCE WITH PARTICIPATION GOALS (PREFERRED)

Bidders should submit subcontracting/supplier forms that meet or exceed NYSED’s participation goals for this procurement. All subcontracting/supplier forms must be submitted with the bid proposal. In addition, bidders must complete and submit M/WBE 100: Utilization Plan, M/WBE 102: Notice of Intent to Participate and EEO 100: Staffing Plan. Instructions and copies of these forms are located in the Submission Documents. All firms utilized must be certified with the NYS Division of Minority and Women Business Development before beginning any work on this contract. For additional information and a listing of currently certified M/WBEs, see the [NYS Directory of Certified Minority and Women-Owned Business Enterprises](#).

The contact person on M/WBE matters is available throughout the application and procurement process to assist bidders in meeting the M/WBE goals. NYSED reserves the right to approve the addition or deletion of subcontractors or suppliers to enable bidders to comply with the M/WBE

goals, provided such addition or deletion does not impact the technical proposal and/or increase the total cost of the bid proposal.

DOCUMENTATION OF GOOD FAITH EFFORTS

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

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

IN THE EVENT BIDDERS CANNOT COMPLY WITH NYSED DESIGNATED PARTICIPATION GOALS, SAID BIDDERS MUST DOCUMENT THEIR "GOOD FAITH EFFORTS" TO COMPLY AND SUBMIT ONE OF THE FOLLOWING REQUESTS:

REQUEST A PARTIAL WAIVER OF PARTICIPATION GOALS

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

REQUEST A COMPLETE WAIVER OF PARTICIPATION GOALS

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

All payments to Minority and Women-Owned Business Enterprise subcontractor(s) must be reported to NYSED M/WBE Program Unit using M/WBE 103 Quarterly M/WBE Compliance Report. This report must be submitted on a quarterly basis and can be found at NYSED's [M/WBE Forms and Compliance Forms webpage](#).

Service-Disabled Veteran-Owned Business (SDVOB) Participation Goals Pursuant to Article 3 of the Veterans' Services Law

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

their participation in New York State's contracting opportunities. To this end, NYSED strongly encourages bidders to make maximum possible use of SDVOBs as subcontractors and/or suppliers under this contract, consistent with the requirements of State Finance Law and State procurement guidelines, as well as NYSED policies and procedures. Bidders should consider fulfilling the requirements of this contract through the participation of SDVOBs at a rate of 6%. For additional information about this program, including a list of SDVOBs, please visit the [Office of General Services, Division of Service-Disabled Veterans' Business Development website](#).

Background

The New York State Education Department's (NYSED) **Office of Student Support Services (SSS)** is seeking proposals for the operation of the New York State Center for School Safety (Center), a statewide technical assistance center for schools. The services that the Center provides to school districts are critical to the safety and well-being of students, district and school staff, families, and communities throughout the State. Such services include developing resource materials and providing professional development and technical assistance to school, district, and BOCES administrators and staff; reviewing district and/or school safety plans; conducting on-site reviews of policies and practices; responding quickly and efficaciously to emergency situations that may arise; evaluating and analyzing aggregate, deidentified, publicly available student data related to attendance, disciplinary referrals, and suspension as well as incidents of violence and/or bullying, harassment, and discrimination. The Center will assist schools in creating and maintaining a comprehensive systems-approach for safe and supportive learning environments free from bullying, harassment and discrimination. The development and maintenance of web-based resources and best practices to assist schools in ensuring measurable safe and supportive learning environments will also be required.

The focus on school climate and safety has never been more important in assisting students to reach their academic potential while feeling safe and supported in school. Since the 1999 mass school shooting in Columbine, the nation has seen over 400 school shootings, including Sandy Hook, Marjory Stoneman Douglas, and Uvalde. Threats of school violence, pandemic planning, natural disasters, and bullying are persistent concerns for New York schools and communities. New York passed the Safe Schools Against Violence in Education Act (SAVE) in July 2000, to require schools to take steps to facilitate a safer learning environment and enhanced SAVE in 2013 to require the creation of the School Safety Improvement Team (SSIT). Composed of representatives from multiple state agencies, the SSIT is tasked with making recommendations regarding issues related to school safety.

In 2013 the Board of Regents re-established the Safe Schools Task Force (Task Force) composed of key stakeholders, such as school administrators; education advocates and union representatives; law enforcement, community health, mental health, and social services personnel; as well as staff from other State agencies such as the Office of Mental Health, Office of Children and Family Services, and Department of Health and charged the Task Force with developing recommendations to improve school safety. The Task Force presented 36 prioritized recommendations to the Board of Regents with two central themes:

1. promote and measure school climate rather than focus exclusively on measuring school violence, and
2. focus on helping students learn the essential skills that affect every area of our lives, including how to understand and manage emotions, and how to establish and maintain positive relationships.

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Department staff have implemented the [recommendations of the Task Force](#), by [promoting school climate and safety](#) improvement, [adding Mental Health to the Health Curriculum](#),¹ developing and distributing [new guidance and resources for Social Emotional Learning](#), [revising the incident collection system](#) to collect only the most serious offenses, and [revising emergency planning and drill requirements](#).

The Dignity for All Students Act (Dignity Act) is a key piece of legislation whose implementation aligns with the goals of SAVE and the 2013 Task Force recommendations. The Dignity Act, signed into law in July of 2012 and amended in 2013 to include cyberbullying, seeks to provide the State's public elementary and secondary school students with a safe and supportive environment free from discrimination, intimidation, taunting, harassment, and bullying on school property, a school bus and/or at a school function. This law was developed in recognition that students' ability to learn and to meet high academic standards, and a school's ability to educate its students, are compromised by incidents of discrimination or harassment including bullying, taunting or intimidation². Successful implementation of the Dignity Act provides schools with a foundation in providing for students with safer and more supportive learning environments and is a critical element in maintaining overall school safety.

The U.S. Secret Service views the creation and promotion of positive school climate as one of the most critical prevention methods against targeted school violence, stating in their [2019 Analysis of Targeted School Violence report](#) "it is critical that schools implement comprehensive programs designed to promote safe and positive school climates, where students feel empowered to support the social and emotional wellbeing of classmates."(p.51) Having trusted adults to go to and knowing their school has taken steps to support them via programs like the Dignity Act, which compels schools to provide resources and supports to all students involved in incidents of bullying, harassment and discrimination, increases the likelihood that students will feel secure in seeking and communicating safety concerns at school. Supporting the Department's efforts by providing technical assistance and professional development around the Dignity Act legislation and implementation is a crucial focus of the Center.

In addition, a critical component of the work of the Center for School Safety is in supporting the Department in providing assistance to New York's schools in implementing the requirements of Education Law §§ 2801-a and 807 and Commissioner's Regulation §155.17 related to building-level emergency response plans, district-wide school safety plans, and planning and conducting drills in a trauma-informed way using state and national best-practices.

The Center will provide the deliverables described in this RFP under the direction, review, and approval of NYSED's Office of Student Support Services. The objective of the Center is to develop and provide technical assistance, professional development, resources, and implementation materials to increase districts' and schools' capacity to implement and maintain policy and procedures that create supportive and safe learning environments, including but not limited to, measuring and improving school climate and promoting use of the NYS Social and Emotional Learning resources ([Social Emotional Learning: Essential for Learning, Essential for Life, Essential for New York](#)). The Center will also focus on providing supports on the implementation of laws, regulations, and guidance related to Project SAVE and the Dignity for All Students Act (Dignity Act) along with recommendations of the Safe Schools Task Force and School Safety Improvement Team.

Project SAVE and the Dignity for All Students Act include but are not limited to the following mandates that will directly impact the work of the Center:

- **Assisting schools with the Development of Codes of Conduct**

¹[Education Law 804](#)

² [Education Law § A2](#)

[Education Law Chapter 16, Title II, Article 55, Section 2801, and Commissioner's Regulation 100.2 \(l\) School conduct and discipline](#)

- **Assisting Schools with the development of District-wide and building-level school safety plans**
[Education Law Section 2801-a](#), and
[Commissioner's Regulation 155.17 School Safety plans](#)
- **Assisting Schools with School Safety and Educational Climate Reporting System (SSEC)**
[Education Law Section 2802](#) and [Commissioner's Regulation 100.2 \(gg\)](#)
- **Assisting Schools with implementation of the Dignity Act**
[Education Law, Title I, Article 2, Dignity for All Students Commissioner's Regulation 100.2 \(jj\)](#)
[Commissioner's Regulation 100.2 \(kk\)](#)
- **Supporting Professional Learning opportunities for educators**
[Commissioner's Regulation 100.2 \(dd\)\(2\)\(iii\)](#)

Staffing Requirements

Director

- The vendor must employ a full-time director (35-40 hours per week, 12 months per year) to oversee and coordinate the work of the Center necessary to provide deliverables as noted within this RFP and in subsequent annual work plans. The director must be an employee of the prime bidder and cannot be a subcontractor or employed by a subcontractor. The director should have a minimum of:
 - Four (4) years programmatic and/or administrative experience working in a school or district setting leading initiatives related to school safety and climate or in providing technical assistance to schools in improving school climate and safety; and
 - Master's degree or higher in Education; Human Services; Social Services; Psychology; School or Mental Health Counseling; or related degree.

Professional Program Staff

- The vendor must have a minimum of 2 FTE professional program staff (12 months per year) to provide deliverables of this RFP and subsequent annual work plans. Resumes for professional staff assigned to work on this contract who are already employed by the bidder or who have been identified by the bidder to work on this contract and job descriptions for all professional staff must be submitted with the Technical Proposal. Professional program staff should meet the following minimum requirements:
 - Three (3) years programmatic and/or administrative experience working in a school setting on programs related to school safety and climate or emergency planning, or in providing assistance to schools in professional development or technical assistance activities; and
 - Bachelor's Degree in Education Human Services; Social Services; Psychology; School or Mental Health Counseling; or related degree.

In addition to the required experience described above, it is desired that the vendor have the following:

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1. A thorough understanding of the challenges faced by urban, suburban, and rural schools in implementing programs related to safety and emergency planning, school climate, and Dignity for all Students Act implementation in New York State.
2. A working knowledge of State and Federal laws, requirements and best practices pertaining to school climate and safety, and emergency planning and response, including the National Incident Management System, the use of school resource officers (SROs), school security, safety agents, police or other safety resource officers and implementation of behavioral threat assessment teams and strategies.
3. Experience in the areas of social emotional learning, developing, maintaining, and measuring a positive school climate.

Deliverables and/or Project Description

The Center will work with local education agencies to assist schools in building capacity for ensuring student safety and wellbeing.

To ensure that schools establish, implement, and maintain school programs that are of high quality, the provision of technical assistance and resources from a source that is reliable, provides research and evidence-based professional development, and is well-versed in the requirements of school safety, school climate, and student well-being is vital.

All services provided by the Center will reflect the following:

1. Be grounded in theory and research;
2. Incorporate continuing evaluation and improvement;
3. Provide high-quality staff development, support, and resources; and
4. Support schools to coordinate and unify relevant programs and educational practices.

The objectives of the Center are to focus on education strategies to increase schools' capacity to implement best practices in school safety, school climate, and the Dignity for all Students Act to improve student well-being and the school environment allowing them to reach their academic potential.

All activities and deliverables including technical assistance, professional development trainings, website information, reports, distributed materials, work plan, program evaluations, among others will be subject to the review and approval of NYSED. All deliverables, technical assistance, training and professional development, reports and materials provided to public schools, charter schools, and BOCES shall be provided at no charge.

In addition to the mandatory requirement to have an office located in New York State (see section 1 Mandatory Requirements), throughout the term of the contract, center staff must be prepared to attend meetings at 89 Washington Avenue, Albany, NY 12234 and other New York locations on an as-needed basis, at the discretion of NYSED.

The contractor will provide the following:

Required Activities	Outcomes
1. <u>Technical Assistance (TA)</u> Provide ongoing TA to school, district and BOCES administrators and staff via telephone, email, videoconferencing and/or other multimedia modalities and in person site visits. Specific TA must include, but is not limited to, helping schools to: • Update Codes of Conduct and Discipline to include developmentally appropriate and progressive responses to student misconduct, promote safe and supportive school climates, ensure equitable implementation, fidelity, and application of the Codes of Conduct and Discipline, and reduce the use of exclusionary discipline; • Implement Dignity for All Students Act practices that are focused on protecting the safety and well-being of all students; • Ensure equity for all students; • Aid in the school's understanding of the use of SSEC data and other data, such as attendance, chronic absenteeism and suspension data, that are collected, reported and analyzed to drive improvement as related to achievement of a safe, supportive school climate in schools and at school-sponsored functions; • Develop preventative measures, set measurable benchmarks, and evaluate progress toward the development of a safer learning environment and supportive school climate and culture; and • The Center will develop a sample district-wide school safety plan and building-level emergency response plan template utilizing focus groups with state experts and practitioners and best practice. The Center will: • Maintain an updated and as complete as possible listserv of school safety personnel and Dignity Act coordinators from public schools, charter schools and BOCES, to ensure that timely and relevant messages will be received by all schools in NYS. • Provide technical assistance to school and district administrators and personnel, parents/guardians and other stakeholders via telephone, e-mail/e-blast, webinar,	The Center will keep a count of the number of calls and e-mails they respond to each month. If practical the location of calls or e-mails will also be tracked to determine if one area of the state has higher needs for professional development or resources. The Center will simultaneously forward copies of all listserv notices to NYSED staff. The center will develop and distribute a sample Code of Conduct and Discipline based on best practice and conduct training and TA on updating policy and implementation. The Center will develop methods and advertise via website, emails, and mailings to schools to increase the listserv membership.

quarterly newsletter, and website on topics related to school safety -- including but not limited to Project SAVE, Dignity Act, and school climate, upon request of school(s) and/or NYSED. • Be available via phone and e-mail Monday through Friday 8:30 a.m. - 4:30 p.m. Earlier or later hours as needed and requested by NYSED in the event of emergencies or school safety related incidents that require availability before and after school hours. • Facilitate meetings with stakeholders and NYSED to gather feedback and recommendation on school safety and climate issues and policies. Persistently Dangerous (PD) and Potentially Persistently Dangerous (PPD) schools • Work with schools designated as PD to develop and monitor an Incident Reduction Plan (IRP) with evaluation strategies and instruments to monitor programs/activities related to the IRP goals; and to ensure implementation, fidelity, and enforcement of the Code of Conduct and IRP; • Conduct at least one annual site visit to each of the schools designated as PD, as well as schools identified with any other designation such as but not limited to PPD, approved and/or requested by the Commissioner of Education, averaging 5-10 site visits each year. Site visits will be one full day in duration and will include the following: ○ A school safety and climate assessment walkthrough using NYSED's assessment instrument or a NYSED-approved assessment instrument(s), ○ Review and make recommendations, related to the school's Incident Reduction Plans; ○ Conduct three separate focus groups of students, parents, or school administrators, faculty and staff to gather and reflect the observations, strengths, concerns and suggestions for improvement voiced by each focus group. ○ Follow-up site visits will be conducted for all PD schools. Follow-up site visits for PPD schools or schools with other designations will be conducted at the discretion of NYSED. Follow-up site visits will include the following:	• Within 12 days of the site visit to the PD school, the Center will provide NYSED written site visit reports that should include: a Summary Report of the overall visit; a report summarizing the perspectives of each focus group (students, parents, administrators, faculty, staff); and a walkthrough safety and culture assessment report that should include the findings, challenges, strengths, recommendations, and other observations regarding conditions that threaten students' safety and impact school climate. The Center will aid the school in the development of strategies, policies, and guidance and/or training based on these issues and assist PD schools with their development of an improvement plan based on data from the Center's site visit report. • Follow up visits -- the Center will prepare a written report summarizing the results of the site visit and outcome of the meetings, interviews, and focus groups - including but not limited to data related to the progress of the school in relation to the IRP (PD schools)
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▪ Conduct interviews and/or focus groups with administrators and other staff based on the outcomes and recommendations from the initial site visit • For all PD schools and various other schools, including but not limited to, those that are categorized as PPD and additional schools and districts to number approximately 15-25 annually, the Center will review current district-wide school safety plans and Codes of Conduct. In addition to PD and PPD schools, the Center will also review the District-wide School Safety Plans and current, new, or amended Codes of Conduct of an additional 15-20 randomly selected non-PD or PPD schools per quarter and schools selected by Student Support Services. • Evaluate and analyze aggregate, de-identified, publicly available student data as directed by NYSED, including but not limited to, attendance, disciplinary referrals and suspensions • Design tools and/or strategies to assist schools with triangulation and analysis of data. Dignity Act • Provide guidance to schools and districts on increasing capacity to collaborate with parents and/or appropriate associations or organizations, for the purpose of forging partnerships with families and communities and creating safe supportive school climates.	or other activities and programs put in place to address the issues that prompted the initial site visit (PPD schools or schools with other designations). • Reviews of other schools not designated PD or PPD, the Center will notify NYSED within five days of the outcome of the review and after approval by NYSED, provide a summary including the completed checklist to the District with the Center's recommendation for review, including follow-up and technical assistance provided to the District(s) to ensure compliance or if follow up review is necessary to monitor improvement. • The Center will submit to NYSED documentation of all reports and reviews, including follow-up and technical assistance to each district to ensure compliance based upon the NYSED evaluation instrument. A written summary report of these activities must be shared with NYSED quarterly.
2. <u>Professional Development</u> The Center will design and deliver relevant, research-based training and professional development to school personnel regarding topics related to school climate, emergency-response planning and safety and Dignity for All Students Act -- including but not limited to SSEC reporting, other components of Project SAVE and Dignity Act, implementing behavioral threat assessment teams and Social and Emotional Learning (SEL), subject to the review and	Minimally, between 20% and 25% of school personnel responsible for school safety and Dignity Act Coordinators in New York State public schools should receive professional development annually during each contract year [either by attending the annual professional development event or participating in a web-based professional development webinar or session(s).

approval of NYSED. All professional development activities will reflect comprehensive systems approach, principles of effectiveness, and research on best practices for improving school climate, addressing student safety and wellbeing, emergency response planning and creating safe and supportive schools. All professional development events must be conducted at no charge to the participants. The Center will provide a proposed calendar annually of the professional development events, and at least 6 weeks prior to the event submit copies of all training materials to be disseminated for review and approval by NYSED. The Center will conduct: • 8 professional development trainings conducted at least once/month via webinars, webcasts, self-learning modules, videoconferences or other multi-media modalities including videos or in-person on topics to be determined by NYSED. Such trainings must be recorded and available on the website. • Virtual training on SSEC reporting, recorded and posted on the website for future viewing, which includes, but is not limited to, topics in: ○ staff development training regarding reporting requirements and procedures for SSEC Reporting; data analysis of measurable data sets including but not limited to student conduct files, attendance, suspensions, and anecdotal records of behavior plans and interventions to inform decisions.	Attendees at the professional development event or participants in webinars should demonstrate competency and/or skill development as evidenced by posttests. Surveys will be conducted and analyzed by the Center regarding participants' satisfaction with the presentations/webinar/web-based sessions, along with requests for future topics. Raw survey data along with the analysis will be shared with NYSED personnel.
3. <u>Web-based Resources</u> Establish and maintain a website that includes up-to-date research-based resources and information on effective practices in promoting safe and supportive school climate to meet the needs of administrators, school staff, students and families, community members, and committee/teams within schools. • The website must be developed within two months of the contract execution and be fully operational within three months of the Center's contract execution. • The website must be updated quarterly and/or revised as requested by NYSED. The Center will submit written documentation of the updates for the website.	The Center will provide NYSED with the following information in their reports, including, but not limited to, updates to the website that have been done; number of visits to the website along with an analysis of the trend of website visits over time; copies of all tools or templates developed by the Center; and any other resources or information that have been added to the website or disseminated to the field.

- The website must include:
 - Information on how to contact the Center.
 - Links to current research on effective practices in promoting and creating safe and supportive environments in schools.
 - Information on vetted evidence-based programs on bullying/cyber-bullying prevention; safety and emergency planning, social emotional learning programs and activities for students in all grades; self-help online resources; community violence and other safety-related topics; and other topics as requested and/or approved by NYSED.
 - Links to current research on effective practices in promoting and creating safe and supportive environments in schools.
 - Information on evidence-based programs on bullying/cyber-bullying prevention; social emotional learning programs and activities for K-12; among others.
 - Information on upcoming training opportunities for grantees and links to recorded professional development sessions and webinars.
- All content developed and/or posted on the website must be approved by NYSED.
- Develop, collect, and disseminate via web posting resources and best practices for schools to ensure measurable data and/or tools for safe supportive learning environments, including but not limited to, bullying prevention and social emotional learning are available to schools. These will include resources that are developed based on requests for assistance from the field or NYSED.
- Provide information and resources to assist schools in developing policies and procedures to develop school safety.
- Provide tools, templates, model policies, and model programs as resources for school personnel and administrators to assist in developing a sustainable and coordinated infrastructure for school safety that supports student well-being.
- Provide information summaries based on the research and comparison of "Climate Surveys" used across the State. Highlight realistic components and/or alignment with best practices and research of those that are applicable to the diverse student population and schools in urban, suburban and rural areas of New York State.

4. Collaboration

The Center will collaborate with NYSED personnel to provide professional development, information, and development of guidance materials and/or resources to ensure that all Center activities are aligned with NYSED policies and initiatives to improve school climate, culture, and safety.

- The Center and NYSED program personnel will communicate frequently and informally on an ongoing basis
- Provide reports of project status and grantee progress quarterly, and upon request, to NYSED. Reports will include but are not limited to:
 - Communication with Grantees/Stakeholders
 - Professional development activities - topics, delivery methods, dates, participation rates and outcomes
 - Technical Assistance - mode of TA (phone, email, in person, Webex), frequency, duration, outcomes
 - Web-based Resources – development, progress, updates, and statistics/ number of views.
 - Other Initiatives: may include interactions and work with other stakeholder groups.
- In the event that NYSED deems it is necessary for the Center to participate in a coordinated site visit or NYSED has identified an emergency/crisis situation requiring additional assistance, it may become necessary for the vendor to mobilize quickly and travel to the site to aid in a formal assessment of the safety needs, assist the school in developing an action plan, and/or to provide other technical assistance.

Staff is available to consult via telephone and/or web-based methods as needed to work on projects with NYSED personnel upon request.

Center staff will participate in meetings via phone call or web with NYSED personnel to discuss and plan the Center's activities, and to address emerging issues of concern to both.

Workplan

The Center will develop an annual work plan of activities as defined in the deliverables with benchmarks at least 30 days before the start of each contract year and submit to NYSED for approval. The Center and NYSED will use the updated plans in tracking the Center's progress toward meeting its objectives, developing strategies for improvement, and making data-based and informed decisions throughout the year. The work plan will be updated in response to requests from NYSED, as necessary, to be responsive to new legislation or regulations, emergencies and providing crisis intervention, or District needs as identified by NYSED.

Ownership

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

New York State Education Department shall own all materials, processes, and products (software, code, websites, documentation and other written materials) developed under this contract. Materials prepared under the contract shall be in a form that will be ready for copyright in the name of the New York State Education Department. Any subcontractor is also bound by these terms. NYSED is the sole owner of materials produced and data collected under the contract, including but not limited to:

- all materials prepared for training sessions or other presentations.
- all research conducted by the contractor pursuant to the requirements of the contract.

The contractor must be prepared to deliver these materials and data to NYSED at any point during the term of the contract, even if materials are only partially completed. All materials and data are to be turned over to NYSED, in the format specified by NYSED, prior to the final payment to be issued under the contract.

Confidentiality Requirement

The Contractor will acknowledge that information provided by NYSED, individual school districts, and/or developed by the Contractor, related to the work described in this RFP may include some secure and confidential information that is the property of NYSED. The Contractor will acknowledge that such secure and confidential information may include many items, including but not limited to the following information types:

1. any reports, prior to public release by NYSED;
2. the results of any analyses or studies, whether provided by NYSED or developed by the Contractor, prior to public release by NYSED;
3. any other confidential information that has not been made available to the general public by NYSED;
4. any working document, draft, or planning item related to the services and/or deliverables of the 2020-2025 Center contractor; and
5. materials and conversations for the purposes of cross-collaboration, work, or planning with the 2020-2025 Center contractor.

As such, the winning bidder must sign a Non-Disclosure Agreement with NYSED at the time of contract execution.

No Personally Identifiable Information Data to Be Disclosed

No APPR data about teachers or building leaders will be provided to the contractor.

No personally identifiable information about students will be provided to the contractor except as may be discussed in a face-to-face meeting with school district staff or a student. In such event, the contractor shall not record any discussion; shall not write or electronically note any names or other

identifying information, or any information that in its totality could lead to identification of a particular student; and shall not make or take copies of any documents containing personal information.

To the extent that the contractor may overhear personally identifiable information during the course of its performance of its responsibilities, the contractor will ensure that such information is kept strictly confidential, and such information will not be recorded or noted or in any way disclosed to any person for any purpose. The contractor will ensure that any surveys, reports or other documents it receives from a school district, student or NYSED contain no personally identifiable information about a student. If a school district staff person, a student, or any other person attempts to provide materials to the contractor to take into the contractor's possession that contain personally identifiable student information, the contractor shall decline to take the documents unless they have been appropriately redacted to delete such identifiable information.

Even though no information in the possession of the contractor will contain personally identifiable information, the contractor will forward to NYSED or destroy, at NYSED's sole option, any surveys or any other documents obtained from any person during performance of its responsibilities.

Planning, Reporting, and Payment

The Center's annual work plan of activities will be updated by the Center at least 30 days before the start of each contract year and submitted to NYSED for approval.

The contractor will prepare and submit quarterly and annual progress reports to NYSED in a format to be provided by NYSED. Quarterly progress reports will be due on the last day of December, March, and June, and September of each contract year. Annual progress reports will be due on the last day of July each contract year. The first annual progress report will be due on July 31, 2026.

Quarterly progress reports will include but not be limited to a program narrative, detailed summary of monthly conference calls, webinars, services provided (including professional development and technical assistance offered), copies of resources and materials developed, newsletters, and listserv communications by the Center. The report will also include updates to the website that have been completed, the number of visits to the website throughout the quarter along with analysis of trend of topics, and any other resources or information that have been provided to the field or added to the website. The Center will be required to keep a log of communications with schools, including a count of the number of calls and e-mails received by topic, and provide copies of the log to NYSED upon request. NYSED may request sample responses by topic.

Annual progress reports must include evaluation of the effectiveness of the Center's activities (including the effectiveness of professional development and technical assistance provided), a data summary of services provided (as above) and quarterly fiscal expenditures.

The Center will be responsible for timely and accurate submission of all required plans and reports. NYSED will review and discuss the reports with the Center and work with the Center to make any needed adjustments.

Quarterly payments will be made to the vendor once the quarterly progress reports are reviewed and approved by NYSED program staff. Failure to submit the required reports progress reports may result in the suspension of future payments.

Allowable Expenses

1. Professional and non-professional salaries: Include all staff attributable to this agreement. One full-time equivalent (FTE) equals one person working an entire week, each week of the project, 12-month project year). Express partial FTEs in decimals, e.g., a staff person working one day per week equals .2 FTE.
2. Employee benefits.
3. Purchased services: Purchased services include consultant services. Subcontracting costs for direct services are limited to 30% of the total budget.
4. Supplies, materials and printing directly related to the project and having a unit cost of less than \$5,000. Cost proposals may, but are not required to, include requests for limited initial technology purchases to support the goals of the project (e.g., one computer per staff and other shared equipment (printers, fax machines, etc.) to carry out essential project work. Other office supply equipment can be included as it directly relates to carrying out the goals of the project.
5. Travel expenses for employees and consultants to carry out the essential work of the project. Travel costs including per diem rates must adhere to the established NYS travel rates, as indicated on the [U.S. General Services Administration website](#) under “travel resources”. Travel arrangements are subject to approval by NYSED program contract manager. Approval must be received from NYSED before any commitments are made.
6. Indirect costs: Indirect costs are the sum of all direct costs, excluding the portion of each subcontract that exceeds \$25,000, multiplied by the bidder’s indirect cost rate. These costs include central administrative costs and certain other organization-wide costs that are incurred in connection with a project but that cannot readily be identified with the project (e.g., payroll preparation, central purchasing).
7. Equipment purchases: All equipment having a unit cost of \$5,000 or more should be included here. If the unit cost is less than \$5,000 it should be listed in the Supplies and Materials section of the budget. All equipment purchases must be justified and reasonable and are subject to the approval of NYSED.

Equipment Ownership

All equipment purchased is the property of NYSED. At the end of the contract period all equipment will be returned to NYSED unless NYSED has deemed it unusable and given the contractor approval to surplus the equipment.

Nonallowable Expenses

- Office furnishings
- Remodeling

Available Funding

The scope of the contract resulting from this RFP is subject to the availability of funding. NYSED reserves the right to reduce the scope if there is insufficient funding to support all deliverables.

Cloud Service Provider Compliance

Any Cloud Service Provider (CSP) under consideration must have in place a baseline of data protection security configurations implemented along with documentation that demonstrates annual testing of the same. CSP must also, have a compliance process within their environment to ensure proper access

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control. The compliance process will encompass auditable access and timely access termination procedures. This applies to any cloud services that contains any NYSED data. This includes but not limited to Infrastructure as a Service (IaaS), Software as a Service (SaaS), and Platform as a Service (PaaS).

Accessibility of Web-Based Information and Applications

Any documents, web-based information and applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Education Department IT Policy NYSED-WEBACC-001, Web Accessibility Policy as such policy may be amended, modified or superseded, which requires that state agency web-based information, including documents, and applications are accessible to persons with disabilities. Documents, web-based information and applications must conform to NYSED-WEBACC-001 as determined by quality assurance testing. Such quality assurance testing will be conducted by NYSED employee or contractor and the results of such testing must be satisfactory to NYSED before web-based information and applications will be considered a qualified deliverable under the contract or procurement.

Subcontracting Limit

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

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

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

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

If the vendor proposes to change subcontractors during the contract period, NYSED must be notified prior to the change. NYSED reserves the right to reject any replacement subcontractors proposed by the vendor and reserves the right to approve all changes in subcontractors. The Subcontracting Form located in the Submission Documents must be updated annually and submitted to NYSED. Using this form, the vendor must also report to NYSED, on an annual basis, actual expenditures incurred for all subcontractors and indicate which subcontracting costs are associated with M/WBE.

Staff Changes

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

Contract Period

NYSED will award one (1) contract pursuant to this RFP. The contract resulting from this RFP will be for a term anticipated to begin January 1, 2025, and to end December 31, 2030.

Electronic Processing of Payments

In accordance with a directive dated January 22, 2010, by the Director of State Operations - Office of Taxpayer Accountability, all state agency contracts, grants, and purchase orders executed after February 28, 2010, shall contain a provision requiring that contractors and grantees accept electronic payments.

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

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

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

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

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

1. All state contracts and all documents soliciting bids or proposals for state contracts contain or make reference to the following provisions:
 - a. The contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, marital status, gender, religion, veteran status, sexual orientation, genetic disposition or carrier status and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

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

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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 section³. In accordance with the provision of the Article, the bidder will submit, with their proposal, Staffing Plan (EEO 100).

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

6. Contractor shall make a good faith effort to solicit active participation by enterprises identified in the [Empire State Development \("ESD"\) directory of certified businesses](#). The contractor must document its good faith efforts as set forth in 5 NYCRR 142.8. This document, Contractors Good Faith Efforts, can be found in the M/WBE Submission Documents.

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

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

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

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

³ Notice – Contractors are provided with notice herein, NYSED may require a contractor to submit proof of an equal opportunity program after the proposal opening and prior to the award of any contract. In accordance with regulations set forth under Article 15-A §312.5, contractors and/or subcontractors will be required to submit compliance reports relating to the contractor's and/or subcontractor's program in effect as of the date the contract is executed.

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

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

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

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

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

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

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

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

II. Whether there has been written notification to appropriate certified M/WBEs that appear in the [Empire State Development website](#).

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

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

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

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

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All M/WBE firms are required to be certified by Empire State Development (ESD). Online Certification can be found at the [New York State Contract System website](#).

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

2.) Submission

Documents to be submitted with this proposal

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

Project Submission

The proposal submitted in response to this RFP must include the following documents submitted via the [online form](#) in Microsoft Office or editable PDF per the electronic proposal submission procedures outlined above, preferably with each of the following sets of documents uploaded as a single file:

1. Submission Documents/Certifications bearing signatures
2. Technical Proposal/Narrative and Workplan
3. Cost Proposal/Budget
4. M/WBE Package bearing signatures

The proposal must be received by the due date.

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

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

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

Any proprietary material considered confidential by the bidder will specifically be so identified, and the basis for such confidentiality will be specifically set forth in the proposal by submitting the form "Request for Exemption from Disclosure Pursuant to the Freedom of Information Law," located in 5) Submission Documents.

Technical Proposal (70 points)

The completed Technical Proposal should be labeled **<name of bidder> Technical Proposal – RFP 66** and include the following:

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- Mandatory Requirements Certification Form
- Project Description as outlined below:
- Workplan
- Resumes

Project Description (30 Points): The complete project description and supporting materials will be reviewed to determine the overall consistency of the proposal with the stated purpose and objectives of the RFP. The qualifications of key personnel and the adequacy of the resources of the sponsoring agency will be reviewed to determine the organization's ability to implement the activities described in the application. The project description should include the bidder's:

- **Organizational Capacity (5 points):** Description of the organizational capacity to conduct the activities and produce the deliverables specified in the RFP consistent with State and federal laws and regulations that pertain to Project SAVE, and the Dignity Act. Bidders should document their working knowledge and experience with project SAVE and Dignity Act legislation.
- **Staffing Plan (5 points):** Written plan to staff the Center for School Safety as described in the RFP and supervise those staff. Include a resume for the proposed Center Director and resumes for all professional staff who will be assigned to this contract that are already employed by the bidder or who have been identified by the bidder, and job descriptions for all other professional staff. The plan should also outline how the staff will be supervised.
- **Technical Assistance Plan (5 points):** Written plan to provide technical assistance to schools, some of which are designated as Persistently Dangerous.
- **Professional Development (5 points):** Experience and success in the provision of professional development and technical assistance services to schools.
- **Learning Environments (5 points):** Evidence of knowledge and understanding of safe and supportive learning environments as a direct correlation to academic achievement and violence prevention.
- **Evaluation Plan (5 points):** Written plan to evaluate the work of the Center.

Workplan (40 Points): The Workplan and Evaluation Template. Complete **Attachment A**, found at the end of the RFP. In the workplan, describe the deliverables and how the bidder will meet the objectives and outcomes as described in the narrative section of the RFP. Additionally, each proposal should provide outcome evidence that is data-based and directly aligned to expected outcomes.

This section will be evaluated based on the completeness of the applicant's plan for each of the required activity categories to include: the appropriateness of the activities to achieve the intended results; the alignment of data-based evidence to expected outcomes; how well the plan for evaluation reflects valid and reliable conclusions; and that outcomes are met.

Required Activity Categories:

- **Technical Assistance (10 points)**

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- Professional Development **(10 points)**
- Web-based Resources **(10 points)**
- Collaboration **(10 points)**

Cost Proposal (30 points)

The completed Cost Proposal should be labeled **<name of bidder> Cost Proposal – RFP 66** and include the following:

- 1.) Year 1 Detailed Budget
- 2.) 5 Year Budget Summary
- 3.) Subcontracting Form
- 4.) M/WBE Purchases Form
- 5.) A budget justification in narrative form that explains in sufficient detail how the specific funds requested in the budget document are necessary to implement the proposed activities. Although a budget narrative is required, no points will be given for this narrative

Budgets must be submitted using whole dollar numbers.

The Financial Criteria portion of the RFP will be scored based upon the grand total of the 5-year budget summary.

M/WBE Documents

The original completed M/WBE Documents should be labeled **<name of bidder> M/WBE Documents – RFP 66**. Please return the documents listed for the compliance method bidder has achieved:

Full Participation-No Request for Waiver

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

Partial Participation-Request for Partial Waiver

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

No Participation-Request for Complete Waiver

1. M/WBE Cover Letter, **Signatures Required**
2. **EEO 100** Staffing Plan
3. **M/WBE 101** Request for Waiver
4. **M/WBE 105** Contractor's Good Faith Efforts

3.) Evaluation Criteria and Method of Award

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

Criteria for Evaluating Bids

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

An evaluation committee will complete a review of all proposals submitted. The committee will review each proposal based upon the submitted proposal and the requirements of the RFP only. Bidders should not assume that committee review members will be familiar with the current program or have any previous experience with the bidder. Appropriate description should be included to inform review committee members about the bidder’s qualifications and capacity to perform all required deliverables.

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

Technical Criteria (70 Points)

Project Description (30 Points)

- Organizational Capacity (5 points)
- Staffing Plan (5 points)
- Technical Assistance Plan (5 points)
- Professional Development (5 points)
- Learning Environments (5 points)
- Evaluation Plan (5 points)

Workplan (40 Points)

- Technical Assistance **(10 points)**
- Professional Development **(10 points)**
- Web-based Resources **(10 points)**
- Collaboration **(10 points)**

Financial Criteria (30 Points)

The Financial Criteria portion of this RFP will be scored based upon the grand total for the 5-year budget summary.

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

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

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

Method of Award

The aggregate score of all the criteria listed will be calculated for each proposal received.

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

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

NYSED's Reservation of Rights

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

Post Selection Procedures

Upon selection, the successful bidder will receive a proposed contract from NYSED. The selected bidder may be given an opportunity to reduce its cost proposal in accordance with the agency's right to negotiate a final best price. The contents of this RFP, any subsequent correspondence during the

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proposal evaluation period, and such other stipulations as agreed upon may be made a part of the final contract prepared by NYSED. Successful bidders may be subject to audit and should ensure that adequate controls are in place to document the allowable activities and expenditure of State funds.

Debriefing Procedures

In accordance with section 163 of the NY State Finance Law, NYSED, upon request, must provide a debriefing to any unsuccessful bidder regarding the reasons their proposal was not selected for an award.

1. All unsuccessful bidders may request a debriefing within fifteen (15) calendar days of receiving notice from NYSED of non-award. Bidders may submit a request for debriefing through the [online form](#).
2. Upon receipt of a timely written request from the unsuccessful bidder, NYSED will schedule the debriefing to occur within a reasonable time following receipt of the request. Debriefings will be conducted in person, unless NYSED and the bidder mutually agree to utilize other means, including but not limited to telephone, video-conferencing or other types of electronic communication.
3. The debriefing will include: a) the reasons that the proposal submitted by the unsuccessful bidder was not selected for an award; b) the qualitative and quantitative analysis employed by NYSED in assessing the relative merits of the proposals; c) the application of the selection criteria to the unsuccessful bidder's proposal; and d) when the debriefing is held after the final award, the reasons for the selection of the winning proposal. The debriefing will also provide, to the greatest extent practicable, general advice and guidance to the unsuccessful bidder concerning potential ways that their future proposals could be more responsive.

Contract Award Protest Procedures

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

1. The protest must be in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award by NYSED.
2. The protest must be filed within ten (10) business days of receipt of a debriefing or disqualification letter. The protest letter must be filed with the Contract Administration Unit via [online form](#).
3. The NYSED Contract Administration Unit (CAU) will convene a review team that will include at least one staff member from each of NYSED's Office of Counsel, CAU, and the Program Office. The review team will review and consider the merits of the protest and will decide whether the protest is approved or denied. Counsel's Office will provide the bidder with written notification of the review team's decision within ten (10) business days of the receipt of the protest. The original protest and decision will be filed with OSC when the contract procurement record is submitted for approval and CAU will advise OSC that a protest was filed.

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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 (OSC), NYSED must make an affirmative responsibility determination. The factors to be considered include legal authority to do business in New York State; integrity; capacity – both organizational and financial; and previous performance. Before an award of \$100,000 or greater can be made to a covered entity, the entity will be required to complete and submit a [Vendor Responsibility Questionnaire](#). School districts, Charter Schools, BOCES, public colleges and universities, public libraries, and the Research Foundation for SUNY and CUNY are some of the exempt entities. A [complete list of exempt entities](#) can be viewed at the Office of the State Comptroller's website.

NYSED recommends that vendors file the required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the [VendRep System Instructions](#) or go directly to the [VendRep System on the Office of the State Comptroller's website](#).

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

Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the [VendRep website](#) or may contact NYSED or the Office of the State Comptroller's Help Desk for a copy of the paper form.

Subcontractors:

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

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

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

Procurement Lobbying Law

Pursuant to State Finance Law §§139-j and 139-k, this solicitation includes and imposes certain restrictions on communications between the New York State Education Department ("NYSED") and an Offerer/bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of the solicitation through final award and approval of the Procurement Contract by NYSED and, if applicable, Office of the State Comptroller ("restricted period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified below. NYSED

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employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found at [NYSED's Procurement Lobbying Law Policy Guidelines webpage](#).

Designated Contacts for NYSED

Program Office – **Karen Hollowood**

Contract Administration Unit – **Karen Somide**

M/WBE – **Thomas McBride**

Consultant Disclosure Legislation

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

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

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

[Form A](#) is available on OSC's website.

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

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

[Form B](#) is available on OSC's website.

For more information, please visit [OSC Guide to Financial Operations](#).

Public Officer's Law Section 73

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

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

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

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

(ii) officers and employees of statewide elected officials;

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

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

Review [Public Officer's Law Section 73](#).

NYSED Substitute Form W-9

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

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

Workers' Compensation Coverage

New York State Workers' Compensation Law (WCL) has specific coverage requirements for businesses contracting with New York State.

PROOF OF COVERAGE REQUIREMENTS

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

NYSED must ensure all awardees/contractors who are required to carry workers' compensation insurance have an active policy. NYSED must obtain **one** of the following forms before a contract can be approved:

- **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 and Paid Family Leave Benefits Coverage

NYSED must ensure all awardees/contractors who are required to carry Disability and Paid Family Leave benefits insurance have an active policy. NYSED must obtain **one** of the following forms before a contract can be approved:

- **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](#).

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

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

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

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compensating use taxes. Contractors must also certify to the procuring State entity that they filed the certification with the DTF and that it is correct and complete.

The selected bidder must file a properly completed Form ST-220-CA (with NYSED as the Contracting Agency) and Form ST-220-TD (with the DTF). These requirements must be met before a contract may take effect. Further information can be found at the [New York State Department of Taxation and Finance's website](#). Forms are available through these links:

- [ST-220 CA](#)
- [ST-220 TD](#)

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

4.) Assurances

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

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

1. Non-Collusion Certification
2. MacBride Certification
3. Certification-Omnibus Procurement Act of 1992
4. Certification Regarding Lobbying; Debarment and Suspension; and Drug-Free Workplace Requirements
5. Offerer Disclosure of Prior Non-Responsibility Determinations
6. NYSED Substitute Form W-9 (If bidder is not yet registered in the SFS centralized vendor file.)
7. Iran Divestment Act Certification
8. Sexual Harassment Policy Certification
9. Certification Under Executive Order No. 16

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

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

Full Participation-No Request for Waiver

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

Partial Participation-Request for Partial Waiver

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

No Participation-Request for Complete Waiver

1. M/WBE Cover Letter
2. **EEO 100** Staffing Plan
3. **M/WBE 101** Request for Waiver
4. **M/WBE 105** Contractor's Good Faith Efforts

STATE OF NEW YORK AGREEMENT

This AGREEMENT is hereby made by and between the People of the State of New York, acting through Dr. Betty A. Rosa, Commissioner of Education of the State of New York, party of the first part, hereinafter referred to as the (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency and shall be incorporated into this AGREEMENT.

B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.

C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.

D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program

Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.

G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.

B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

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

III. Terminations

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

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

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

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

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

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

IV. Indemnification

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

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

V. Property

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

VI. Safeguards for Services and Confidentiality

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

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

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

Appendix A
STANDARD CLAUSES FOR NYS
CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an

amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials,

equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

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

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

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without

limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's

Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition,

replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

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

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

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

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

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates

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

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
[NYS M/WBE Directory](#)

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and

women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

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

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in

accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” ([“Prohibited Entities List”](#)).

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form

approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

(June 2023)

APPENDIX A-1

Agency-specific Clauses

Payment and Reporting

- A. In the event that Contractor shall receive, from any source whatsoever, sums the payment of which is in consideration for the same costs and services provided to the State, the monetary obligation of the State hereunder shall be reduced by an equivalent amount provided, however, that nothing contained herein shall require such reimbursement where additional similar services are provided and no duplicative payments are received.
- B. 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.
- C. The confidentiality and Data Privacy Provisions in this Agreement of Contractor shall survive termination of this Agreement and will continue for as long as Contractor and/or its Subcontractors retain access to Confidential Information.

Responsibility Provisions

- A. General Responsibility Language
The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner of Education or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

B. Suspension of Work (for Non-Responsibility)

The Commissioner of Education or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner of Education or his or her designee issues a written notice authorizing a resumption of performance under the Contract.

C. Termination (for Non-Responsibility)

Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate SED officials or staff, the Contract may be terminated by the Commissioner of Education or his or her designee at the Contractor's expense where the Contractor is determined by the Commissioner of Education or his or her designee to be non-responsible. In such event, the Commissioner or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.

Property

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

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

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

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

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

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

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

Safeguards for Services and Confidentiality

- A. Any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department. The material prepared under the terms of this agreement by the Contractor shall be prepared by the Contractor in a form so that it will be ready for copyright in the name of the New York State Education Department. Should the Contractor use the services of consultants or other organizations or individuals who are not regular employees of the Contractor, the Contractor and such organization or individual shall, prior to the performance of any work pursuant to this agreement, enter into a written agreement, duly executed, which shall set forth the services to be provided by such organization or individual and the consideration therefor. Such agreement shall provide that any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department and that such work shall be prepared in a form ready for copyright by the New York State Education Department. A copy of such agreement shall be provided to the State.
- B. Required Web Accessibility of Delivered Documents and Applications. If applicable, all documentation, applications development, or programming delivered pursuant to the contract or procurement, will comply with New York State Education Department IT Policy NYSED-WEBACC-001, Web Accessibility Policy, which requires that documents, web-based information and applications are accessible to persons with disabilities. All delivered documentation and applications must conform to NYSED-WEBACC-001 as determined by quality assurance testing. Such quality assurance testing will be conducted by NYSED employee or contractor and the results of such testing must be satisfactory to NYSED before documents and applications will be considered a qualified deliverable under the contract or procurement.
- C. The Contractor agrees that all data, including any backups, metadata, or derivative data created, processed, stored, or transmitted under this Agreement, shall be physically housed and remain within the Continental United States (CONUS). The Contractor shall not allow data to be stored, hosted, or accessed from outside CONUS without the express prior written consent of the Department. Contractor shall ensure that all subcontractors, cloud providers, and other third parties engaged in the handling or storage of such data are contractually bound to comply with this CONUS requirement. Any violation of this provision may constitute a material breach of this Agreement and shall entitle the State to pursue all available legal or equitable remedies, including termination of the Agreement.
- D. 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.
- E. This agreement cannot be modified, amended, or otherwise changed except by a writing signed by all parties to this contract.

- F. 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.
- G. 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.
- H. No fees shall be charged by the Contractor for training provided under this agreement.
- I. Partisan Political Activity and Lobbying. Funds provided pursuant to this Agreement shall not be used for any partisan political activity or for activities that may influence legislation or the election or defeat of any candidate for public office.
- J. Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.
- K. 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.

Data Privacy Provisions

A. Definitions

- a. **Access:** The ability to view or otherwise obtain, but not copy or save, data arising from the on-site use of an information system or from a personal meeting.
- b. **Breach:** The unauthorized Access, acquisition, use, or Disclosure of Confidential Information that is (a) accomplished in a manner not permitted by New York State and federal laws, rules, and regulations, or in a manner that compromises its security or privacy, (b) executed by or provided to a person not authorized to acquire, Access, use, or receive it, or (c) a Breach of Contractor's or Subcontractor's security that leads to the accidental or unlawful destruction, loss, alteration, Access to or Disclosure of, Confidential Information.
- c. **Confidential Information:** Means (a) Personal Information; (b) information, the disclosure of which is regulated under one of the laws or regulations cited in Subsection B of this section; (c) information determined to be proprietary by the New York State Education Department (NYSED); and (d) any information so designated within the terms of this Agreement.
- d. **Disclose or Disclosure:** The intentional or unintentional release, transfer, or communication of Confidential Information by any means, including oral, written, or electronic.
- e. **Personal Information:** Information concerning a natural person which, because of name, number, personal mark, or other identifier, can be used to identify such natural person.
- f. **Services:** Services provided by Contractor pursuant to this Agreement.
- g. **Subcontractor:** Contractor's non-employee agents, consultants, and volunteers (including student interns) who are engaged in the provision of Services pursuant to an agreement with or at the direction of the Contractor.

- B. Contractor may receive and/or have Access to Confidential Information regulated by one or more New York and/or federal laws and regulations, including, but not limited to, the Family Educational Rights and Privacy Act at 20 U.S.C. § 1232g (34 CFR Part 99); Children's Online Privacy Protection Act at 15 U.S.C. §§ 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment at 20 U.S.C. § 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act at 20 U.S.C. §

1400 et seq. (34 CFR Part 300); New York Education Law § 2-d (8 NYCRR Part 121); Article 39-F of the New York General Business Law; the New York Personal Privacy Protection Law at Public Officers Law article 6-A; Article 2 of the New York State Technology Law; Article 39-F of the New York General Business Law; New York Public Health Law §§ 2134 and 2782 pertaining to human immunodeficiency virus (HIV); New York Mental Health Law §33.13 pertaining to mental health records; New York Education Law § 3012-d regarding annual professional performance review (APPR); and the Health Insurance Portability and Accountability Act (HIPPA) of 1996, Pub. L. 104-191 (45 CFR Part 160). Contractor agrees to maintain the confidentiality and security of Confidential Information in accordance with applicable New York, federal and local laws, rules and regulations.

- C. Contractor agrees and understands that Contractor has no property, licensing, or ownership rights or claims to Confidential Information Accessed by or Disclosed to Contractor for the purpose of providing Services, and Contractor shall not use Confidential Information for any purpose other than to provide Services. Contractor will ensure that its Subcontractors agree and understand that neither the Subcontractor nor Contractor has any property, licensing or ownership rights or claims to Confidential Information received or Accessed by or Disclosed to Subcontractor for the purpose of assisting Contractor in providing Services.
- D. Contractor shall adopt and maintain reasonable safeguards to protect the security, confidentiality, and integrity of Confidential Information in a manner that complies with General Business Law section 899-bb and other applicable New York State, federal and local laws, rules and regulations.
- E. Upon NYSED's request and at Contractor's expense, Contractor may be required to undergo an audit of its privacy and security safeguards, measures, and controls, or in lieu of performing an audit, provide NYSED with an industry standard independent audit report on Contractor's privacy and security practices that is no more than twelve months old.
- F. Subcontractors
 - a. Access to or Disclosure of Confidential Information shall only be provided to Contractor's employees and Subcontractors who need to know the Confidential Information to provide the Services and such Access and/or Disclosure of Confidential Information shall be limited to the extent necessary to provide such Services.
 - i. Contractor must ensure that each Subcontractor performing Services where the Subcontractor will have Access to and/or receive Disclosed Confidential Information is contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this Agreement.

G. Data Return and Destruction of Data

- a. Contractor is prohibited from retaining Disclosed Confidential Information or continuing to Access Confidential Information, including any copy, summary or extract of Confidential Information, on any storage medium (including, without limitation, hard copies, and storage in secure data centers and/or cloud-based facilities) beyond the term of the this Contract unless such retention is expressly authorized by this Contract, necessary for purpose of facilitating the transfer of Confidential Information to NYSED, or expressly required by law. As applicable, upon expiration or termination of this Contract, Contractor shall transfer Confidential Information to NYSED in a format agreed to by the Parties.

- i. Contractor will ensure all Confidential Information is securely destroyed in a manner that does not allow it to be retrieved or retrievable, read, or reconstructed. Redaction and obfuscation are specifically excluded as a means of data destruction.
- ii. Upon request by NYSED, Contractor may be required to provide NYSED with a written certification of secure destruction of Confidential Information held by the Contractor and Subcontractors.

H. Breach

- a. Contractor shall promptly notify NYSED of any Breach of Confidential Information, regardless of whether the Contractor or a Subcontractor suffered the Breach, without delay and in the most expedient way possible, but in no circumstance later than seven (7) calendar days after discovery of the Breach. Notifications shall be made in accordance with the notice provisions of this contract and shall also be provided to the office of the Chief Privacy Officer, NYS Education Department, 89 Washington Avenue, Albany, New York 12234 and must include a description of the Breach that identifies the date of the incident; the date of discovery; the types of Confidential Information affected; the number of records affected; a description of Contractor's investigation; and the name of a point of contact.
- b. When a Breach of Information is attributable to Contractor and/or its Subcontractors, Contractor shall pay for or promptly reimburse NYSED the full cost of NYSED's notification to Parents, Eligible Students, teachers, and/or principals, in accordance with Education Law § 2-d and 8 NYCRR Part 121. NYSED will be reimbursed by Contractor within 30 days of a demand for payment under this section. Violations of these terms may be subject to penalties under Education Law § 2-d.
- c. Contractor and its Subcontractors will cooperate with NYSED, and law enforcement where necessary, in any investigations into a Breach.
- d. 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.

I. Termination

The foregoing data privacy provisions of shall survive any termination of this Agreement and shall continue for as long as Contractor or its Subcontractors retain Access to Confidential Information.

The parties to this agreement intend the foregoing writing to be the final, complete, and exclusive expression of all the terms of their agreement.

Certifications

- A. Contractor certifies that it has met the disclosure requirements of State Finance Law §139-k and that all information provided to the State Education Department with respect to State Finance Law §139-k is complete, true and accurate.

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

Notices

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

Miscellaneous

- A. If required by the Office of State Comptroller ("OSC") Guide to Financial Operations, XI.18.C Consultant Disclosure 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.
- 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 is due by May 15th of each year and covers actual employment data performed during the prior period of April 1st to March 31st. Copies of the report will be submitted to the NYS Education Department, OSC and the NYS Department of Civil Service at the addresses below.

Reports may be submitted to OSC by either method listed below:

By email (preferred method): Please send a signed, scanned copy to CDMOST@osc.ny.gov with "Consultant Disclosure Form B" in the subject line, or,

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

Reports may be submitted to DCS by either method listed below:

By email (preferred method): Please send a signed, scanned copy to SubmitformB@cs.ny.gov with "Consultant Disclosure Form B" in the subject line, or,

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

Reports may be submitted to NYSED by either method listed below:

By email (preferred method): Please send a signed, scanned copy to CAU@nysed.gov with "Consultant Disclosure Form B" in the subject line, or,

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

- B. 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.
- C. Order of Precedence. In the event of any discrepancy, disagreement, conflict or ambiguity between the various documents, attachments and appendices comprising this contract, they shall be given preference in the following order to resolve any such discrepancy, disagreement, conflict or ambiguity:
1. Appendix A - Standard Clauses for all State Contracts
 2. State of New York Agreement
 3. Appendix A-1 – Agency-Specific Clauses
 4. Appendix X - Sample Modification Agreement Form (where applicable)
 5. Appendix A-3 - Minority/Women-owned Business Enterprise Requirements (where applicable)
 6. Appendix B - Budget
 7. Appendix C - Payment and Reporting Schedule
 8. Appendix R –Security and Privacy Plan (where applicable)
 9. Appendix D - Program Work Plan

Attachment A
(Application must include Workplan for years 1-5)

Workplan Year 1

Activity (list out each required activity)	Schedule of Implementation	Benchmarks Against Which Success is Measured
1. Professional Development	1. Professional Development	1. Professional Development
Activity (list out each required activity)	Schedule of Implementation	Benchmarks Against Which Success is Measured
2. Technical Assistance	2. Technical Assistance	2. Technical Assistance
Activity (list out each required activity)	Schedule of Implementation	Benchmarks Against Which Success is Measured
3. Web-based Resources	3. Web-based Resources	3. Web-based Resources
Activity (list out each required activity)	Schedule of Implementation	Benchmarks Against Which Success is Measured
4. Collaboration	4. Collaboration	4. Collaboration
Activity (list out each required activity)	Schedule of Implementation	Benchmarks Against Which Success is Measured

Repeat chart for years 2-5.