

REQUEST FOR PROPOSAL (RFP)
#24-017a
NEW YORK STATE EDUCATION DEPARTMENT

Title: New York State Regional Adult Education Network (RAEN) System

The New York State Education Department (NYSED) Office of Adult Career and Continuing Education Services-Adult Education Program and Policy (ACCES-AEPP) is seeking proposals from organizations to plan and deliver quality, research-based professional development and training, and effective communication links to State and federally funded agencies providing adult literacy services below the post-secondary level. The goal of the RAEN system is to provide staff development resources to improve the skills of adult education practitioners and the quality of the adult education and family literacy programs funded by ACCES-AEPP. The RAEN will provide technical assistance in coordination with ACCES-AEPP and supervision by the Accountability Office to assist adult education programs in meeting statewide benchmarks on the National Reporting System's (NRS) core indicators and any other monitoring tools developed by NYSED.

In this reissue of RFP 24-017, NYSED is seeking a vendor to operate RAENs in two regions – Capital/North Country and West. See Attachment 1 at the end of the RFP for the counties covered by each region.

The eligible applicants are:

- Local education agencies;
- Boards of Cooperative Educational Services (BOCES);
- Institutions of higher education, including SUNY or CUNY Research Foundation;
- Public and private not-for profit agencies;
- Community based organizations and institutions;
- Faith-based organizations;
- Public libraries or library system;
- Public housing authorities;
- Educational Opportunity Centers;
- A consortium of such organizations described above

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 two contracts pursuant to this RFP. The contracts resulting from this RFP will be for a term anticipated to begin October 1, 2024, and to end September 30, 2029.

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: Two (2) Regional Adult Education Networks (RAENs) will be funded to serve the adult education and family literacy programs for the Capital/North Country and West regions of New York State. See the counties covered in those regions in Attachment 1 at the end of the RFP. Attachment 6 provides the funding by region (for all seven RAENs) and how the funding was determined.

Components contained in RFP Proposal #24-017a 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)

Questions regarding the request must be submitted by email to RAENRFP24-017a@nysed.gov no later than the close of business on **August 5, 2024**. Questions regarding this request should be identified as Program, Fiscal or M/WBE. A Questions and Answers Summary will be posted to the [ACCES website](#) no later than August 13, 2024. The following are the designated contacts for this procurement:

Program Matters

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Bidders are requested to submit their bids electronically. The following documents should be submitted by email as detailed in the Submission section of the RFP and must be received at NYSED no later than **September 4, 2024**. **Bids are due by 3:00 PM Eastern Time at CAU@nysed.gov.**

1. Submission Documents labeled **[name of bidder] Submission Documents RFP #24-017a**
2. Technical Proposal labeled **[name of bidder] Technical Proposal RFP #24-017a, Name of Region**
3. Cost Proposal labeled **[name of bidder] Cost Proposal RFP #24-017a**
4. M/WBE Documents labeled **[name of bidder] M/WBE Documents RFP #24-017a**

The email address for all the documentation is CAU@nysed.gov.

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. In order to ensure the timely receipt of your bid, please use the subject line “**BID SUBMISSION RFP 24-017a, Name of Region**”. Failure to appropriately label your bid or submitting a bid to any email address other than the one identified above may result in the bid not being received by the deadline or considered for award.
7. **Bids must be received by the due date. Bids are due by 3:00 p.m.**

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.

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 RAEN is the statewide system of staff development for educators in adult education programs funded by ACCES-AEPP. The RAEN system is the means by which the ACCES-AEPP team provides technical assistance to funded adult education programs in order to meet Workforce Innovation and Opportunity Act (WIOA) Title II, Section 223 requirements as well as requirements of State funding administered by ACCES-AEPP. Technical assistance to programs enables funded programs to meet National Reporting System (NRS) and state specific performance benchmarks and provide the appropriate professional development to meet WIOA initiatives for:

- Professional Development that Supports Instruction in College and Career Readiness Standards, NYSED CareerKits; and Adult Basic Education; English Language Literacy; and High School Equivalency (HSE) Preparation;
- Network Building;
- Technical Assistance to Raise National Reporting System (NRS/state) Performance and HSE Preparation Outcomes;
- Data Management and Accountability Training;
- Digital Literacy and Employment Preparation Education (EPE) Distance Education;
- Learning Disability Awareness;
- Infrastructure and Communications;
- Literacy Zones; and
- HSE Networking.

The RAEN directors will coordinate all work under supervision of the Accountability Office, appropriate ACCES-AEPP regional associates, the Adult Literacy Education (ALE)-funded State Technical Assistance Centers (STAC) and the NYS Director. The ALE program funds a New York City and a Rest of State STAC. The STACs are charged with providing technical assistance to all ALE-funded programs and to coordinate with RAEN centers. Attachment 1 lists the counties in each RAEN region and Attachment 6 includes a chart that lists the number of ACCES-funded programs in each region (effective FY 2023-24). Attachment 2 outlines the specific roles and responsibilities between the ACCES-AEPP regional associates and the RAEN director.

Purpose of Funding

The Workforce Innovation and Opportunities Act (WIOA), Title II, Section 223, provides the authority for NYSED to use Section 222(a)2 State Leadership funds to establish State or regional networks of literacy resource centers to support required activities such as the alignment of adult education and literacy activities with other core programs and one-stop partners to implement strategies identified in the unified or combined State plan. Literacy activities include:

1. Development of career pathways to provide access to employment and training services for adult education participants;
2. Establishment or operation of high-quality professional development programs to improve adult education instruction including:
 - incorporating essential components of reading instruction

- instruction related to specific needs of adult learners
 - instruction provided by volunteers or other personnel
 - dissemination of information about models and promising practices;
3. Provision of technical assistance to local providers receiving funds including:
 - development and dissemination of instructional and programmatic practices based on available research in reading, writing, speaking, mathematics, English language acquisition, distance education, and staff training
 - role of local providers as one-stop partners
 - assistance in use of technology including for staff training and improving efficiencies;
 4. Conducting monitoring, evaluation and in-person visits to all programs within their respective region annually and to improve the quality of adult education and the dissemination of information about models and promising practices within the State.

Deliverables and/or Project Description

A. Professional Development that Supports Instruction in College and Career Readiness Standards, NYSED CareerKits, and Adult Basic Education, English Language Literacy, and High School Equivalency (HSE) Preparation

Background: ACCES-AEPP provides approximately \$110 million in federal and State funding to support Adult Basic Education, English Language Literacy and High School Equivalency Preparation instruction for over 70,000 out-of-school youth and adults who lack a high school diploma or the equivalent or have a diploma but have limited basic skills. WIOA funding also supports integrated education and training and Integrated English Literacy and Civics Education (IELCE) programming as well as 67 Literacy Zones across the state. The RAENs annually provide professional development to nearly 4,000 teachers and administrators in programs administered by a diverse set of providers.

Since 2022, New York State has adopted the GED as the NYS assessment leading to the attainment of a NYS High School Equivalency Diploma. The GED test measures College and Career Readiness Standards in English language arts (reading and writing) and mathematics. It also assesses content in social studies and science.

The number of adults in high school equivalency instruction is about 5,000 annually. More information about the GED can be found on the [GED website](#) and the New York Education Department's [ACCES website](#). RAEN centers must play a critical role in preparing teachers, case managers, and administrators to assist students in passing the GED subtests or achieving an HSE diploma via any of the other Board of Regents approved pathways to a NYS HSE diploma.

On April 10, 2018, the New York State Board of Regents approved regulatory changes so that individuals who have passed Regents examinations in English Language Arts, mathematics, science, and social studies can substitute those passing scores for a maximum of three of the four corresponding GED subtests: ELA, math, science, or social studies. This program has been named the Regents – HSE Exam Pathway. Additional approved pathways include the National External Diploma Program (NEDP) and 24 college credits.

Each year the emphasis should be given to preparing teachers for the identified priorities of the HSE test content areas and case managers for helping students understand and select the most appropriate pathway to an HSE diploma.

All approved pathways to an HSE diploma can be found on the [High School Equivalency \(HSE\) website](#).

Deliverables of the RAEN centers:

- The RAEN will work with ACCES-AEPP and New York State Department of Labor regional information specialists to update the CareerKits. RAEN centers will use CareerKits in each respective region of the state including instruction on the use of the dedicated [CollectEdNY website](#).
- Providing turnkey professional development training opportunities for teachers in each respective region of the State and report training results to ACCES-AEPP. The Accountability Office must approve all training opportunities.
- Providing turnkey NYSED Case Management training in every region of the state.
- Establish online learning communities of teachers in key content areas.
- Provide workshops for case managers, teachers, and administrators in English Language Learner (ELL) programs.
- Provide workshops for teachers and administrators in programs funded with WIOA Section 225 funds.
- Maintain a professional development calendar of all regional RAEN events.
- Post all regional RAEN events to the New York State RAEN calendar. All regional RAEN events and professional development schedules should be posted on the regional RAEN calendar and on each RAEN’s local website.
- RAEN Directors are required to attend all AEPP scheduled training in Albany. These trainings may include but are not limited to:
 - AEPP Program Manager Training (two annually)
 - AEPP Employment Preparation Education (EPE) Program Manager Training
 - AEPP Case Manager Training
 - Test of Adult Basic Education (TABE) Train the Trainer hosted by the Accountability Office

Deliverables	RAEN Deliverables Details
<p>Master Teacher certification of required number of Master Teachers in ESL, ELA and Math.</p>	<p>The RAEN will identify and assist in the certification of the required number of ESL, ELA, and Math Master Teachers in the Region.</p> <p>Required number of Master Teachers in ESL, ELA, and Math by Region</p>

	RAEN Region	Required Number of Master Teachers
	Capital/North Country	1 ESL, 1 ELA, 2 Math = 4 Master Teachers
	West	3 ESL, 3 ELA, 3 Math = 9 Master Teachers
Regional Professional Development Network and Online Learning Community	The RAEN will form an ongoing regional professional development network to train Master Teachers in NYSED CareerKits, College and Career Readiness Standards in ELA, math, social studies, science, and technology and turnkey the training with other teachers in ACCES-AEPP funded programs. The network should be an interactive, online connection.	
NYSED CareerKits	<p>The RAEN will work with ACCES-AEPP and NYSDOL regional information specialists to update the CareerKits with high demand occupational data for each of 11 CareerKits, as needed. Each RAEN, at minimum, should provide two trainings on CareerKits per year.</p> <p>The 11 CareerKits sectors are Healthcare; Technology; Community & Social Services; Education & Childcare; Manufacturing; Hospitality, Recreation, & the Arts; Food Production; Retail; Construction; Transportation & Warehousing; and Career Fundamentals.</p>	
Administrator Workshops on HSE Diploma Requirements and Pathways	<p>The RAEN will annually conduct one full-day regional workshop, coordinated with ACCES-AEPP, to help administrators and program managers understand new HSE requirements and pathways, and related content standards. The workshop will address strategies for program redesign. The workshop will include all HSE preparation programs in their region as identified by ACCES-AEPP.</p> <p>The workshop will accommodate approximately 60 participants per RAEN region, with the exception of New York City, which must accommodate approximately 90 participants.</p>	
Teacher Workshops on Teaching ELA (reading and writing), Mathematics, Science, and Social Studies Needed to Obtain a NYS HSE Diploma	<p>The RAEN will annually conduct at least four one-day teacher workshops and provide ongoing follow-up support through webinars and online coaching for HSE preparation and adult basic education teachers in the RAEN region.</p> <p>The RAEN will introduce and provide training on current research-based staff development in the areas of teaching reading, writing, social studies, science, and mathematics required for the NYS HSE diploma. The training will reflect research-based curricula, including curricula incorporating phonemic awareness, systematic phonics, fluency, and reading comprehension. Training will include the effective use of NYSED websites such as Teaching to the Core and the NYSED CareerKit Project.</p>	

	<p>Program performance is reported annually via the NYS Report Card for ACCES-AEPP funded programs.</p> <p>The four workshops are intended to reach 100 percent of the HSE preparation teachers and 50 percent of the adult basic education teachers in AEPP-funded adult education programs in each RAEN region each year. Each workshop will accommodate approximately 30 participants per RAEN region, with the exception of New York City, which will accommodate approximately 60 participants.</p>
NYSED Case Manager Training	<p>The RAEN will annually facilitate with ACCES-AEPP staff two in-depth one-day trainings for case managers. This training is designed by NYSED and may include Regents-approved pathways to an HSE diploma and NYSDOL Job Zone. Each workshop should accommodate approximately 30 participants per RAEN region, with the exception of New York City, which must accommodate approximately 60 participants.</p> <p>In addition, when required by NYSED/AEPP, ASISTS will launch a new Case Management Portal. Each RAEN must plan for one, one-day training for instruction on the use of the Case Management Portal when notified from AEPP.</p>
Professional Development Calendar	<p>The RAEN will regularly update New York’s RAEN Professional Development Statewide Calendar with scheduled training opportunities and regional meetings. All regional RAEN events and professional development schedules should be posted on the regional RAEN calendar and on each RAEN’s local website.</p>
Online Computer Based Instruction Training (CBT) for Teachers	<p>The RAEN will conduct one one-day training to prepare teachers to provide instruction for online, computer-based HSE testing. Each workshop should accommodate approximately 60 participants per RAEN region, with the exception of New York City, which must accommodate approximately 90 participants.</p>
Administrator and Teacher Workshops for English for Speakers of Other Languages (ESOL) Instruction	<p>The RAEN annually conducts a minimum of four one-day workshops within the RAEN region to provide research-based professional development in the area of teaching English to speakers of other languages, including civics education to adult education teachers and program managers.</p> <p>Each workshop should accommodate approximately 30 participants per RAEN region, with the exception of New York City, which must accommodate approximately 60 participants.</p>
Administrator and Teacher Workshops for Corrections Education and Other Programs funded by WIOA	<p>The RAEN will annually conduct four one-day workshops for administrators and teachers in programs receiving Section 225 funding. This instruction will include the following content areas: NRS accountability, College and Career Readiness standards, NYSED CareerKits, updates on the GED test, GED test preparation and strategies for utilizing the 4 Regents-approved pathways to an HSE diploma.</p>

<p>Title 2, Section 225</p>	<p>The four workshops consist of:</p> <ul style="list-style-type: none"> • two in-person workshops for approximately 10 participants • two online trainings/webinars for adult education teachers and administrators in WIOA Section 225 programs • The New York City RAEN will conduct one additional in-person workshop and one additional online training/webinar for this cohort of teachers.
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B. Network Building

Deliverables:

- Develop a comprehensive network of AEPP funded adult education providers in the region.
- Connect funded adult education programs with the workforce development system, including NYS Department of Labor American Job Centers in each local workforce investment area and vocational rehabilitation services, via ACCES-VR if necessary.
- Assist adult education program providers in aligning adult education with postsecondary education, WIOA Title I training and apprenticeship and WIOA Title IV vocational rehabilitation to ensure smooth transitions to education, training and employment.

<p>Deliverables</p>	<p>Network Building</p>
<p>Workforce Development Meetings</p>	<p>a. Each RAEN will annually participate in up to four WIOA meetings jointly convened by the NYS Department of Labor and the NYS Education Department.</p> <p>b. Each RAEN will annually conduct one full day meeting within the RAEN region coordinated with ACCES-AEPP regional upstate and downstate teams that brings together workforce development program coordinators and leaders. Including, but not be limited to, all ACCES-AEPP funded adult education programs, ACCES-VR District Manager(s), WIOA Title 1 youth and adult program providers, representatives from the NYS Commission for the Blind, ACCES-VR, Office of Aging, American Job Center, and county departments of social services. The purpose is to better develop services, next step opportunities, and referrals for adult education students, and update front line staff across the workforce system about WIOA Title 2 programs and resources.</p> <p>c. Each RAEN will annually conduct one full day meeting that</p>

	<p>brings together the Title 2 representative on the local workforce investment board(s) in the region and all other ACCES-AEPP funded programs to share initiatives from the workforce system and receive input on local workforce investment board directions to serve adult education students.</p> <p>Each meeting should accommodate approximately 60 participants per RAEN region, with the exception of New York City, which must accommodate approximately 90 participants.</p>
<p>Program Manager Meetings</p>	<p>Each RAEN in coordination with the ACCES-AEPP regional upstate or downstate team will annually conduct a minimum of six one-day meetings each year for ACCES-AEPP funded program managers within the RAEN region. The purpose is to disseminate updates on federal and State initiatives, and support program collaboration.</p> <p>Each meeting should accommodate approximately 60 participants per RAEN region, with the exception of New York City, which must accommodate approximately 90 participants.</p> <p>The RAEN will provide notice of these meetings and an agenda to ACCES-AEPP no later than two weeks prior to the event.</p>
<p>Regional HSE Network</p>	<p>RAENs will develop and maintain a regional HSE Network for all funded <i>and</i> non-funded programs within the region that provide HSE preparation and all NYSED funded HSE test centers. The network will provide regional outreach and marketing to prospective HSE test takers; develop divisions of labor and referral among preparation programs; and develop referrals between HSE test centers and preparation programs to enable walk-ins who fail the HSE test to connect with preparation programs. RAENs will disseminate information to HSE Network members at the request of ACCES-AEPP.</p> <ul style="list-style-type: none"> • RAENs will convene meetings with all HSE Network members quarterly per program year • ACCES-AEPP staff must be included in the HSE Network • RAENs will provide routine updates regarding all pathways to a NYS High School Equivalency diploma • RAENs will maintain a list-serv of contact information for all HSE Network members
<p>Apprenticeship Network</p>	<p>Each RAEN will annually convene approved Apprenticeship program coordinators, appropriate NYSDOL apprenticeship and ACCES-AEPP staff, and program managers from ACCES-AEPP funded programs to develop pipeline and programmatic connections, to form a regional apprenticeship network.</p> <p>Each meeting should accommodate approximately 60 participants per RAEN region, with the exception of New York</p>

	<p>City, which must accommodate approximately 90 participants.</p> <p>More information on apprenticeship opportunities can be found at the NYSDOL website.</p>
<p>Integrated Education and Training (IET)/ Integrated English Literacy and Civics Education Network (IELCE)</p>	<p>Each RAEN will annually convene program coordinators and ACCES-AEPP staff, and program managers from ACCES-AEPP funded Integrated Education and Training, as well as Integrated English Literacy and Civics Education programs to form a regional IET/IELCE network. Each meeting should accommodate approximately 60 participants per RAEN region, with the exception of New York City, which must accommodate approximately 90 participants.</p>

C. Technical Assistance to Raise National Reporting System (NRS/state) Performance and HSE Preparation Outcomes along with any other monitoring system developed by NYSED to support funded programs.

Deliverables:

- Under supervision of the Accountability Office and ACCES-AEPP, the RAEN will collaborate to raise performance for all programs, with special focus on programs in or about to be in Corrective Action.
- To provide focused technical assistance and monitoring, in-person visits to all programs within their respective regions annually and provide special attention to programs identified as ITAPs.
- To provide technical assistance to all programs in their RAEN region on monitoring reports, program performance, New York State Report Cards, annual monitoring priorities and other required elements.
- Provide technical assistance in adult education and family literacy initiatives, as identified by NYSED, such as pathways to an HSE diploma, health literacy, financial literacy, digital literacy, and literacy outreach to parents of children with Limited English Proficiency.

<p>Deliverables</p>	<p>Technical Assistance to Raise National Reporting System (NRS/state) Performance and HSE Preparation Outcomes</p>
<p>Individual Technical Assistance Plans (ITAP) and Corrective Action Plans (CA)</p>	<p>The RAEN in cooperation with ACCES-AEPP regional associates in the appropriate upstate/downstate team and the NYSED NRS Director, will recommend annually programs, in each region, for Individual Technical Assistance Plans (ITAPs). ITAPs will automatically include the Big Five urban school districts of New York City, Yonkers, Syracuse, Rochester, and Buffalo.</p>

	<p>The RAEN and ACCES-AEPP will annually, through the NYS Report Card rubric, identify programs that have been placed under Corrective Action in each region, (i.e., Programs earning a score of unacceptable). Programs’ performance is reviewed annually and measured against performance benchmarks; when programs are not successful on the state benchmarks, the ACCES-AEPP office places the program under Corrective Action. RAENs will be notified of the programs in their region that are identified for Corrective Action.</p> <p>The RAEN Director will annually meet for one day with ACCES-AEPP staff in Albany to review the selection of programs for ITAP and Corrective Action. The RAEN director will participate in quarterly program management calls with the NYS Director of Adult Education, NRS Director and the ACCES-AEPP regional associates in the appropriate upstate/downstate team to review steps to raise performance, plan joint monitoring, and for the RAEN to provide the necessary resources and workshops needed. The RAEN will meet as needed with the Accountability office for supervision meetings. Please see Attachment 3 for additional information about ITAPs and Corrective Action Plans.</p>
<p>Joint On-site Monitoring Visits</p>	<p>The RAEN will facilitate and participate annually with ACCES-AEPP regional associates and the Accountability Director for in person monitoring visits to a minimum of three ITAP or Corrective Action programs. In addition, the RAEN will participate in one webinar conducted quarterly by the NRS Director. Those regions with a Big Five school district will also conduct one in-person monitoring visit to the Big Five school district annually.</p>

<p>ITAP/ Corrective Action Visits and follow-up reports</p>	<p>The RAEN will conduct monthly visits and follow-up calls to all of the ITAP and Corrective Action (CA) programs to verify that the ITAP and CA programs are implementing the specific actions included in the ITAP and CA plans.</p> <p>The RAEN will prepare reports following monthly visits and conference calls and post the reports to the Accountability website.</p> <p>The RAEN will prepare and provide appropriate professional development activities in consultation with the AEPP regional liaison to meet the needs identified in the individual ITAP / CA plans.</p> <p>In the month prior to the NRS deadline (see Attachment 3) work closely with the NRS Director to monitor data for every program within the RAEN region to ascertain if ITAP/CA programs:</p> <ul style="list-style-type: none"> • Are advancing toward NYSED NRS state benchmarks in performance areas; • Have all funding codes assigned correctly for all sites, instructional offerings, and all eligible students have been recorded in NYSED’s Adult Student Information System and Technical Support (ASISTS); • Have met minimum requirements for enrollment and program offerings; and • Have adhered to NYSED grant/contract funding requirements.
<p>ITAP/ Corrective Action log</p>	<p>The RAEN Director will document all contact and progress on the NYS Accountability website. This includes the following: maintain monthly electronic logs of ITAP/CA activities (emails, phone calls, conference calls, site visits, etc.) and the impact of the professional development provided by the RAEN on program management and student outcomes.</p>

D. Data Management and Accountability Training

Deliverables:

- Facilitate training on the Adult Student Information System and Technical Support/National Reporting System (ASISTS) in cooperation with the AEPP and the Literacy Assistance Center (LAC) or any subsequent ASISTS vendor.
- Facilitate training on the NRS in cooperation with the AEPP regional liaison and the Accountability Office. Facilitate training on any other monitoring system employed by NYSED for ACCES-AEPP programs.
- Assist the AEPP in monitoring the quality of the data submitted for the NRS/state performance.

- See Attachment 5 for RAEN Required Annual Activities

Deliverables	Data Management and Accountability Training
<p>Data Management, Reporting and Report Card Training</p>	<p>The RAEN will at least once annually provide four separate trainings regarding data management and reporting; with the exception that the New York City RAEN will conduct two sets of the (four) trainings annually.</p> <p>RAENs will be responsible for obtaining regional locations, managing event logistics, and introducing accountability trainers for the following one-day trainings. Trainings must be conducted by NYSED-approved NRS trainers in the following four areas (separate training for each area):</p> <ul style="list-style-type: none"> • NRS/state performance Reporting Requirements Training • National Reporting System- Foundations • NYSED Report Card Training • NRS Changes and Implications <p>Regional training will have approximately 25 participants. These NRS trainers are paid under a separate contract with NYSED. The RAENs are not responsible for paying the NRS trainers.</p> <p>RAEN Regions including a Big Five School District (Buffalo, Rochester, Syracuse, Yonkers, and New York City) must provide a separate NRS Training during the first two weeks of September annually to be coordinated with the NRS Director from the Accountability Office.</p>
<p>NRS Data Quality Monitoring</p>	<p>The RAEN director will annually participate in one NRS webinar (and subsequent follow-up conference calls) scheduled by the NRS Director for programs served by the RAEN.</p>
<p>Assessment Trainings</p>	<p>The RAEN will annually conduct a minimum of three training sessions for each of the ACCES-AEPP identified student assessment tools. Currently, ACCES-AEPP has three approved student assessments: BEST Plus, BEST Literacy, and TABE. If additional assessments are approved by NYSED ACCES-AEPP, the RAEN will be responsible for providing training on any new assessment under the terms and conditions set by ACCES-AEPP and the assessment publisher. RAEN directors will attend all the Train-the-Trainer sessions relevant to each of the ACCES-AEPP-identified assessments hosted by ACCES-AEPP.</p> <p>BEST Plus Training</p> <p>The RAEN will use certified BEST Plus trainers to conduct initial BEST Plus Test Administrator training for all new program staff that will administer the BEST Plus test in a region. Additionally, BEST Plus trainers conduct BEST Plus Refresher training required annually for all those currently administering the test. To conduct BEST Plus training, the</p>

	<p>RAEN Director will use trainers certified by the Center for Applied Linguistics. Projected number of BEST Plus and BEST Plus Refresher trainings per year:</p> <table border="1" data-bbox="464 300 852 380"> <tr> <td>Capital District/North</td> <td>4</td> </tr> <tr> <td>West</td> <td>6</td> </tr> </table> <p>TABE Training</p> <p>The RAEN will provide regional Test of Adult Basic Education (TABE) training to programs in their RAEN region when a program needs to be recertified. All TABE test administrators need to be recertified within the five-year contract period. Individual test administrators of TABE certifications are valid for three years. The RAEN Director will attend an annual TABE Train the Trainer provided by the NRS Director. Subsequently, the RAEN Director is approved by ACCES-AEPP to provide TABE administration training.</p> <p>Projected number of TABE trainings per year.</p> <table border="1" data-bbox="747 879 1141 957"> <tr> <td>Capital District/North</td> <td>6</td> </tr> <tr> <td>West</td> <td>6</td> </tr> </table> <p>It is expected the RAEN Director will administer the TABE training. Should those duties be moved to another professional trainer, this must be approved in advance by the Accountability Office.</p> <p>If other NRS assessments are approved by NYSED for implementation in any funded adult literacy programs, the RAEN Director will be required to complete training and to be certified as a regional trainer by ACCES-AEPP within a timeframe determined by ACCES-AEPP.</p> <p>At a time when a new assessment or new format is introduced from the U.S. Education Department’s Office of Career Technical and Adult Education (OCTAE), ACCES-AEPP will require recertification of all test administrators from ACCES-AEPP funded programs.</p>	Capital District/North	4	West	6	Capital District/North	6	West	6
Capital District/North	4								
West	6								
Capital District/North	6								
West	6								
<p>Integrated English Literacy and Civics Education (IEL/CE)</p>	<p>Newly funded programs under WIOA IEL/CE will require a heightened level of monitoring by the RAEN including but not limited to the following:</p> <ul style="list-style-type: none"> • Monthly check-in with programs to review attendance at both the literacy and training component; • Monthly review of IEL/CE data in ASISTS confirming progress toward credential attainment and concurrent attendance at both literacy and training components; and • Quarterly site visits of each IEL/CE program. 								

Integrated Education and Training (IET)	<p>Newly funded programs under WIOA IET will require a heightened level of monitoring by the RAEN including but not limited to the following:</p> <ul style="list-style-type: none"> • Monthly check-in with programs to review attendance at both the literacy and training component; • Monthly review of IET data confirming progress toward credential attainment and concurrent attendance at both literacy and training components; and • Annual site visits of each IET program.
Assisting ACCES-AEPP with Risk Management	<p>The RAEN will work with ACCES-AEPP to evaluate and assess risk management for all funded programs. ACCES-AEPP with RAEN assistance is responsible for maintaining compliance for all funded programs within the region. These responsibilities include:</p> <ul style="list-style-type: none"> • Providing training and technical assistance to all funded programs in meeting federal requirements; • Supporting ACCES-AEPP in conducting a survey and review of each funded program’s data and fiscal systems; and • Supporting ACCES-AEPP and the Accountability Office with risk management review of funded programs.
Accountability Website	<p>The RAEN is responsible for uploading to the NYSED Accountability website all communication with WIOA Area 1, WIOA Area 2 (IELCE), WIOA Area 3 (Corrections), WIOA Area 4 (Literacy Zones), WEP (Welfare Education Program), EPE (Employment Preparation Education) (including EPE Fastrack), and ALE (Adult Literacy Education) funded programs along with all programs that are either ITAP or CA programs within the region. This information includes but is not limited to:</p> <ul style="list-style-type: none"> • Email communication • Phone calls • Conference calls • Site visit summaries • Webinars
Professional Development and Training Data	<p>The RAEN will quarterly collect, record, and report in ASISTS attendance of teachers, administrators, and staff for every RAEN professional development event. This includes demographic data on participants as well as the number of hours per training/event.</p> <p>All professional attendance data will be recorded in the Professional Development section of the ASISTS data system. Data collected during each month should be entered into ASISTS by the end of the following month.</p>

E. DIGITAL LITERACY AND DISTANCE EDUCATION

Deliverables: To provide professional development in digital literacy for teachers and administrators to prepare adult students for college and career readiness and HSE diploma success.

Deliverables	Digital Literacy and Distance Education
<p>Technology & Digital Literacy</p>	<p>Annually provide a minimum of one full-day training in technology and digital literacy, including: basic computer operation; instructional software; assistive technology; the internet; virtual communication and collaboration; video technologies; evaluating and incorporating new technologies; managing the technology-enhanced classroom; assessment; professional development; and the social, legal, and health issues associated with the use of technology. The training will be for approximately 40 participants per RAEN region, with the exception of New York City, which will have approximately 90 participants.</p> <p>Annually provide one full-day training to teachers/administrators to prepare students to acquire the necessary skills to be successful in computer-based testing and usage in the workforce. The trainings should include basic computer skills such as keyboarding, Excel spreadsheets to manage data, and computer communication skills (such as e-mail, social media, and analyzing and evaluating information on the Internet. The training will be for approximately 40 participants per RAEN region with the exception of New York City, which will have approximately 90 participants.</p>
	<p>Annually provide one full-day training regarding the adult education local five-year technology plan to assist teachers in storage of information (Zipped Files, Thumb Drives, file management system, cloud technology), other types of electronic devices (Smart phones, iPad, Notebook computer, Desktop/Laptop computer), Internet safety, online suites such as Google, spreadsheets, presentation software, etc. The training will be for approximately 40 participants per RAEN region, with the exception of New York City, which will have approximately 90 participants.</p>
<p>NYSED Distance Education</p>	<p>Annually provide one full-day training for each of the following three distance education programs; NYSED Distance Education Trainers must be certified by the AEPP office</p> <ul style="list-style-type: none"> • GRASP • SMART • ESL Packet Program

F. LEARNING DISABILITY AWARENESS

Deliverables: To increase practitioner knowledge and skills relevant to providing services that are effective and appropriate to the needs of adults with learning disabilities

Deliverables	Learning Disability Awareness
Learning Disability Awareness Training	The RAEN Director will annually arrange a minimum of one regional training on Learning Disability Awareness.

G. INFRASTRUCTURE AND COMMUNICATIONS

Deliverables:

- Facilitate communication between ACCES-AEPP and the field.
- Disseminate effective instructional strategies to local programs.
- Improve the quality and effectiveness of the statewide system of adult literacy education.

Deliverables	Infrastructure and Communications
RAEN Website	<p>Each RAEN will develop and maintain a dedicated RAEN website that is exclusive to the RAEN and is clearly identified as the RAEN site. At a minimum, the site will contain:</p> <ul style="list-style-type: none"> • a calendar of events • the directory of adult education programs in the region • RAEN contact information • links to: <ul style="list-style-type: none"> • ACCES-AEPP website • ASISTS website • NYS Accountability website • CollectEdNY.com website • TeachingtotheCoreny.org website • GED.com website and GED Manager • TABetest.com website • NYS High School Equivalency (HSE) website <p>ACCES-AEPP may issue informational materials and request that they</p>

	<p>be posted on the RAEN website. The website will need to be updated with current information on no less than a monthly basis and should not limit visitor access with a password. All website content will be subject to the approval of the Accountability Office and ACCES-AEPP.</p>
<p>Listserv/ Directory</p>	<p>Each RAEN must maintain a current email listserv of all funded adult education program directors/managers/coordinators within the region and a regional program directory.</p> <p>The RAEN will distribute information via the listserv at the request of ACCES-AEPP. When requested, the RAEN office must release information from ACCES-AEPP for dissemination to funded programs within 24 hours of receipt.</p> <p>The listserv and program directory must be updated with current information on a monthly basis and changes must be shared with the AEPP Office to update the State database.</p>
<p>Database</p>	<p>Each RAEN will maintain a database of staff development activities that will identify each staff development offering, date(s) of the offering and names of participants and the agencies they represent. This database is kept as a backup to the ASISTS database. Each RAEN office must enter into ASISTS all professional development activities that are RAEN-sponsored.</p> <p>The database will need to be updated with current information on a monthly basis. A quarterly summary must be sent to the Accountability Office for posting on the Accountability website.</p>
<p>Coordination with ACCES-AEPP</p>	<p>The RAEN directors, Accountability Director, and AEPP regional liaisons will meet for a full day once each month in Albany or remotely. Each RAEN will attend these meetings arranged by the Accountability Office in coordination with ACCES-AEPP. RAEN and the Accountability Office should be communicating on a regular basis to support close coordination. Contact by phone or email should be a minimum of once per week. One month before the quarterly NRS deadlines the RAEN and the Accountability Director cooperatively plan technical assistance for programs receiving state and federal funds.</p>

H. LITERACY ZONES

Deliverables:

- Improve the quality and effectiveness of the statewide system of adult literacy education.
- Provide a forum to introduce annual ACCES-AEPP initiatives to adult education providers.
- Share best practices in building effective partnerships; providing instruction in reading, language, math, health literacy, financial literacy, digital literacy, and family literacy; and increasing parent involvement in their children’s education, within the Literacy Zones. See Attachment 4 for additional information about Literacy Zones.
- Connect Literacy Zone to other WIOA core partners.

Deliverables	Literacy Zones				
<p>Literacy Zone Statewide Coordinator Meeting</p>	<p>All RAENs will participate annually in a one-day Statewide Literacy Zone Coordinator meeting, coordinated and conducted by ACCES-AEPP. The purpose is to share best practices in building effective partnerships, including with WIOA core partners; providing instructional techniques in reading, language, math, health, financial, technological, and family literacy; case manager strategies for assessment, outreach, pathways to an HSE diploma, and Job Zone registration; and increasing parent involvement in their children’s education.</p> <p>The RAEN will facilitate Literacy Zone teams from their respective RAEN region consisting of a program coordinator, case manager, and data manager.</p> <p>The one-day Coordinator meeting will be held in Albany.</p>				
<p>Literacy Zone Case Management Training</p>	<p>The RAEN will annually provide training for Literacy Zone case managers in their region on using the Online Benefits Tool and effective case management practices. The RAEN in coordination with ACCES-AEPP will provide case manager training that will include maximizing use of the 4 pathways to an HSE diploma to enable the Literacy Zone to be a portal of information and guidance for New Yorkers seeking to obtain a NYS HSE diploma. The number of one-day Literacy Zone Case Management Trainings required:</p> <table border="1" data-bbox="740 1614 1122 1692"> <tr> <td>Capital District/North</td> <td>2</td> </tr> <tr> <td>West</td> <td>3</td> </tr> </table>	Capital District/North	2	West	3
Capital District/North	2				
West	3				

Literacy Zone Partner/Coordinator Meetings	<p>The RAEN in consultation with the ACCES-AEPP regional liaison will annually arrange a minimum of six regional Literacy Zone coordinators meetings, including the following number of Literacy Zone Coordinators/Partners at minimum in each region:</p> <table border="1" data-bbox="734 338 1133 415"> <tr> <td>Capital District/North</td> <td>8</td> </tr> <tr> <td>West</td> <td>8</td> </tr> </table>	Capital District/North	8	West	8
Capital District/North	8				
West	8				
Literacy Zone Compliance Review Forms and Follow-up Training	<p>The RAEN and ACCES-AEPP regional associates will conduct an annual compliance review of each Literacy Zone in the RAEN region. The site visit will include a review of the effectiveness of the Family Welcome Center. The RAEN will provide, as needed, follow-up technical assistance and support to address gaps.</p>				
Data Reporting in ASISTS	<p>The RAEN will work jointly with the NRS Director and ACCES-AEPP regional associates in the appropriate upstate/downstate team to monitor timely and accurate reporting of Literacy Zone outcomes in the ASISTS database. The RAEN Director will participate in quarterly data review sessions, led by the Accountability Director with Literacy Zones in the RAEN region to ensure compliance and identify follow-up training that will be provided by the RAEN.</p>				
Accurate Information and Profile in NYS Literacy Zone website	<p>The RAEN will monitor and assure that each Literacy Zone in their respective region has submitted to the Accountability Office the necessary information to be posted to the Literacy Zone website. These data include profile information, information on partnerships and activities, and outcomes.</p>				

Staffing Requirements

Each RAEN contractor must, at a minimum, employ one full-time (minimum 37.5 hours per week, 12 months per year) Director and a minimum of one full time FTE (minimum 37.5 hours per week, 12 months per year) support staff position dedicated exclusively to RAEN activities. The RAEN Contract holder (contract originator) must commit to .10 FTE for the RAEN contract administration, including supervision, monitoring and oversight, as well as attendance at AEPP/NRS Accountability office Meetings and oversight of the RAEN contractual obligations. The RAEN Director and support staff must be based at an office that is located within the geographic region the vendor proposes to serve.

The hiring of RAEN staff will be the responsibility of the agency that is the contract recipient. The measuring of deliverables, supervision, and evaluation recommendations will be the responsibility of the Accountability Office. RAEN staff must have the knowledge, skills, and experience to carry out the work of the RAEN and to meet the requirements of funding.

During the first year of the contract, the management of the contracting organization must be available to meet with ACCES-AEPP regional associates in the appropriate upstate/downstate team to discuss the operation of the RAEN, including the roles, responsibilities, and expectations

of the RAEN Director. The upstate team includes the Capital/North Country, Central Southern Tier, Finger Lakes and the West RAENs, and the downstate team includes the Hudson Valley, New York City and Long Island RAENs.

The management of the contracting organization will provide the Accountability Office with approved vacation schedules at least thirty (30) days before the vacation dates. Each RAEN director is expected to attend monthly ACCES-AEPP/RAEN meetings and must communicate with the appropriate ACCES-AEPP regional team once per week. RAEN staff may not attend conferences that are not identified in this RFP unless specifically requested and approved by NYSED.

The RAEN will be expected to respond to all telephone and email inquiries regarding professional development and technical assistance for all NYSED-funded adult education programs within one business day. The hours of operation for the RAEN will be Monday through Friday during normal business hours, excluding federal and State holidays. If the RAEN staff work remotely, the RAEN must indicate what percentage of their time is spent at the contracting agency's office. If the RAEN staff work fifty percent or more of their full time work schedule remotely, only fifty percent of the cost of rent should be budgeted as an approvable expense.

If the contract recipient also receives NYSED ACCES-AEPP state and/or federal funding for adult education instruction, the recipient should demonstrate that there is a strong firewall between oversight of the RAEN and handling of RAEN performance monitoring of funded programs and the coordination and supervision of the adult education instruction.

RAEN staff may not serve on the governing board of the New York State Association of Continuing and Community Education (NYACCE). However, the RAEN may serve as a non-voting Liaison to the NYACCE Board.

State Education Department Support

The Accountability Office, along with members of the ACCES-AEPP team will work collaboratively with the RAEN Director to develop and implement an annual work plan. At minimum, the Accountability Office will:

- A. Review and negotiate the RAEN's annual work plans to ensure that the work is consistent with ACCES-AEPP statewide leadership priorities;
- B. Communicate weekly with the RAEN Directors regarding RAEN activities.

Accountability and RAEN Oversight

- A. RAENs are responsible for recommending programs for ITAP and Corrective Action and targeted technical assistance based on NRS benchmark performance; the Accountability Office will review recommendations;
- B. RAENs will direct ITAP and Corrective Action activities for the adult programs in the Big Five City school districts (New York, Rochester, Buffalo, Yonkers, and Syracuse) and other ACCES-AEPP identified adult education programs;
- C. After the Accountability Office has approved RAEN annual work plans, the Accountability Office will work directly with the RAEN in planning the appropriate technical assistance and professional development in assessment, data management, instruction,

- and staff development to meet federal NRS and ACCES-AEPP guidelines; and
- D. RAENs will submit their monthly plan for approval, on a monthly basis, to the Accountability Office. Monthly plans must include anticipated RAEN workshops, activities, monitoring and technical assistance schedules. RAENs will also submit to the Accountability Office all workshop evaluations.

Evaluation

The Accountability Office, working with ACCESS-AEPP and the RAEN contractor, will annually evaluate the work of the RAEN based on:

- The quality of technical assistance for ITAPs and CA programs that demonstrates improved performance by ITAP/CA programs and that raises educational gain and increases performance with NRS educational levels.
- The quality of technical assistance to support funded adult education programs toward achieving or exceeding NRS accountability benchmarks as documented in the programs' annual report and the quality of technical assistance to enable programs to avoid or be removed from corrective action.
- The quality of technical assistance to support any monitoring tools developed by NYSED to support ACCES-AEPP funded programs.
- The level of cooperation, communication, and infrastructure achieved in working with the appropriate ACCES-AEPP regional associate team to meet professional development and technical assistance needs in the RAEN region.
- The quality of professional development and training in Adult Education College and Career Readiness, High School Equivalency preparation, HSE Network Building, Apprenticeship Network building, Digital Literacy, Distance Education, and Literacy Zones. This includes any training provided by ACCES-AEPP-selected trainers.
- Vendors will be required to submit a quarterly report through the online SED Monitoring tool housed on NYSED's Business Portal. The SED Monitoring System captures the status and performance objectives of the awarded contract. Each performance report must demonstrate that substantial progress has been made toward meeting the project goals, measurable outcomes, and deliverables, as indicated in the work plan and/or timeline. The performance report should provide an overview of what was proposed for the year and what actually happened, including the lessons learned during the process.

Protocol and procedural guidelines for RAEN responsibilities:

- Meetings/phone conferences/webinars between the RAEN and ACCESS-AEPP funded Adult Ed program managers and meetings should be held with the knowledge of the ACCES-AEPP regional and the Accountability Office. Both the Accountability Director and ACCES-AEPP must be notified in advance of these activities.
- RAEN communication with funded programs should be respectful and supportive of ACCES-AEPP policy and staff. Disagreements will be handled internally by the Accountability Office and ACCES-AEPP.
- The ACCES-AEPP regional should be copied (or blind copied) on all emails or other communication to ACCES-AEPP funded adult education program managers and staff.
- The Accountability Office and ACCES-AEPP regional associate should be notified of

planned vacation time one month in advance of the requested time. The RAEN director should make every effort to give both the Accountability Office and ACCES-AEPP as much advanced notice as possible to enable ample coverage.

- Each RAEN will provide telecommuting work plans and policies if RAEN duties are being conducted remotely. RAENs will also be responsible for notifying the Accountability Office and the ACCES-AEPP Office of any changes to the telecommuting schedule and submit an updated telecommuting work plan. Each RAEN will submit a monthly report that details all RAEN activities completed.
- Each RAEN will establish a uniformly branded website address aligned with the regional assignment. Example: www.RAENregion.org.
- Each RAEN will provide the physical address of the RAEN office, as well as the office telephone number. Each RAEN will conduct regular in-person site-monitoring visits to AEPP-funded programs to perform observations and provide technical assistance.
- Attendance at conferences, whether local or requiring travel, must have written pre-approval by the Accountability Office. All presentation materials must be submitted in advance for approval. The conference request and the submission of materials for review, must be submitted for approval before the RAEN registers for the conference and/or volunteers to provide presentations.
- All Professional Development provided by the RAENs must receive approval from the Accountability Office and ACCES-AEPP Office.

The RAEN director will conduct a participant evaluation of all ACCES-AEPP/RAEN sponsored workshops and forward results to the Accountability Office within 15 days of the workshop.

ACCES-AEPP will annually conduct a customer evaluation of all funded programs in the RAEN region to obtain feedback and will meet with the RAEN contractor to review.

Payments and Reports

The contractor will be required to submit quarterly progress reports to NYSED, due January 31, April 30, July 31 and October 31. Quarterly payments will be made to the vendor once quarterly reports of progress are reviewed and project outcomes are determined to be adequate. Failure to submit the required progress reports may result in the suspension of future payments. Vouchers requesting payment must be submitted on a quarterly basis.

Requirements of Education Law Section 2-d

The Contractor agrees to comply with Family Educational Rights and Privacy Act (FERPA) and New York State Education Law § 2-d. The NYS Education Department (NYSED) is required to ensure that all contracts with a third-party contractor that receives PII include a Data Privacy and Security Plan, pursuant to Education Law § 2-d and § 121.6 of the Regulations of the Commissioner of Education. For every contract, the Contractor must complete the following or provide a plan that materially addresses its requirements, including alignment with the NIST Cybersecurity Framework, which is the standard for educational agency data privacy and security policies in New York state.

Pursuant to Education Law § 2-d and § 121.3 of the Regulations of the Commissioner of Education, the NYS Education Department (“NYSED”) is required to post information to its website about

its contracts with third-party contractors that will receive Student PII and/or Teacher and/or Principal APPR data (“APPR Data”), collectively referred to as PII.

The New York State Education Department’s Data Privacy Appendix (Appendix R) is annexed to this RFP, the terms of which are incorporated herein by reference, and shall also be part of the Contract.

Bidders should use the templates and instructions in Appendix R to submit the required DPA EXHIBIT 1 - Contractor’s Data Privacy and Security Plan and DPA EXHIBIT 2 - Education Law § 2-d Bill of Rights for Data Privacy and Security and Supplemental Information for Contracts that Utilize Personally Identifiable Information and return them with their proposal for review.

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 two (2) contracts pursuant to this RFP. The contracts resulting from this RFP will be for a term anticipated to begin October 1, 2024, and to end September 30, 2029.

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.

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 section¹. 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

¹ 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.

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.

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.

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. A bidder may not submit one bid that proposes to serve more than one geographic region.

Cost proposals may not exceed the Annual RAEN Allocation for the respective region, as identified in RFP Attachment 6: Regional RAEN Annual Allocations.

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. This will be followed by various terms and conditions that reflect the specific needs of this project.

Project Submission

The proposal submitted in response to this RFP must include the following documents submitted by email to cau@nysed.gov in Microsoft Office or editable PDF per the electronic proposal submission procedures outlined above, preferably with each of the following sets of documents attached as a single file (i.e. one email with four attachments):

1. Submission Documents bearing signatures
2. Technical Proposal (please specify region of bid on the first page of the proposal)
3. Cost Proposal
4. M/WBE Documents bearing signatures

The proposal must be received by September 4, 2024. Bids are due by 3:00 p.m. by email to cau@nysed.gov.

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

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

Bidders should specify all details and dates required to evaluate the technical proposal and should limit aspects of the project plan that are to be determined only after the award of a contract. No optional deliverables to be provided only at an additional cost should be included and will not be

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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 #24-017a, Name of Region** and include the following:

- Technical Criteria (described in detail in Section 3, Evaluation Criteria)
- Resumes

Cost Proposal (30 points)

The completed Cost Proposal should be labeled **[Name of Bidder] Cost Proposal – RFP #24-017a** and include the following:

- 1.) Year 1 Detailed Budget
- 2.) Five-year Budget Summary
- 3.) Subcontracting Form
- 4.) M/WBE Purchases Form

Budgets must be submitted using whole dollar numbers. **Cost proposals may not exceed the Annual RAEN Allocation for the respective region, as identified in RFP Attachment 6: Regional RAEN Annual Allocations.**

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

M/WBE Documents

The completed M/WBE Documents should be labeled **[Name of Bidder] M/WBE Documents – RFP #24-017a**. 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

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

Technical Criteria (70 Points)

Staffing, Experience and Expertise (20 points)

Each proposal must include:

Staffing:

- A. A project staffing plan, including a resume for the RAEN Director and job descriptions and resumes for all other RAEN staff. Describe any additional staffing sufficient to support the RAEN deliverables. The proposal must have a minimum of one full time FTE (minimum 37.5 hours per week, 12 months per year) support staff position dedicated exclusively to RAEN activities. Please illustrate how key staff have the appropriate qualifications and experience to provide the deliverables outlined in the RFP (sections A-H of the RAEN Deliverables). Qualifications should include project management and coordination expertise, as well as adult education and literacy content knowledge. (8 points)

Experience and expertise:

- B. A description of the bidder’s experience and expertise in the management and operation of projects of similar size, scope, and type, including planning and coordination. The bidder

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should also describe their capacity to serve all programs within the counties of their region. Provide a matrix of the eight deliverables and a narrative fully describing the organization's expertise and experience in providing the deliverables. (4 Points)

- C. Evidence that the bidder has: knowledge of the ACCES-AEPP Regional Adult Education Network in the geographic area of the bidder and demonstrated knowledge of key challenges of adult education programs achieving the National Reporting System targets within the RAEN region. (8 points)

II. Evaluation (20 Points)

Describe how you will conduct an annual evaluation to assess the impact and outcomes of all RAEN activities. Please specifically describe how the RAEN will annually evaluate the following:

- The quality of technical assistance for ITAPs and CA programs that demonstrates improved performance by ITAP/CA programs and that raises educational gain and increases performance with NRS/state educational levels. (4 points)
- The quality of technical assistance to support programs toward achieving or exceeding NRS/state accountability benchmarks as documented in AEPP-funded programs' annual report card. (4 points)
- The level of cooperation, communication, and infrastructure achieved in working with ACCES-AEPP regional associates to meet professional development and technical assistance needs in the RAEN region. (4 points)
- The quality of professional development that supports instruction in College and Career Readiness Standards, NYSED CareerKits, and Adult Basic Education, English Language Literacy, and High School Equivalency (HSE) Preparation. This includes training and workshops by ACCES-AEPP selected trainers. (4 points)
- Include a description of how the RAEN will conduct participant evaluations of all ACCES-AEPP/RAEN sponsored workshops and an annual survey of all ACCES-AEPP funded adult education programs in the RAEN region, using a form approved by ACCES-AEPP. (4 points)

III. Proposed Year One Work Plan (10/1/24 to 9/30/25) (30 points)

- A. Provide an outline of all of the deliverables described in A-H of the RAEN Deliverables section of the RFP, including trainings, topics, audiences, and locations of all the proposed staff development workshops/ trainings described. (10 points)
- B. The work plan should demonstrate how the bidder will choose locations to ensure access for the majority of programs in the region. The bidder should also justify locations selected for trainings and why those locations are appropriate for their respective regions. (10 points)
- C. Indicate proposed timelines that are reasonable and that ensure completion of the RFP deliverables. Bidders should describe and/or demonstrate how at least 30 percent of all RAEN activities will be dedicated to providing direct services to programs that do not meet the NRS/state performance benchmarks, including the Big Five urban districts (New York City, Buffalo, Yonkers, Rochester, Syracuse), as applicable. Provide an outline of the plan for supporting the Big Five City school district, if applicable. The adult and family literacy programs operating within the Big Five urban school districts of New York City, Yonkers, Syracuse, Rochester, and Buffalo must be served

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directly by their respective RAEN. All Big Five school districts must be served adequately and provided opportunities for professional development onsite. ACCES-AEPP will provide a list of all funded programs when awardees are notified. (10 points)

Financial Criteria (30 Points)

1. **The Financial Criteria portion of this RFP will be scored based upon the grand total for the five-year budget summary. Cost proposals may not exceed the Annual RAEN Allocation for the respective region, as identified in RFP Attachment 6: Regional RAEN Annual Allocations.**
- 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 NYSED's Contract Administration Unit upon completion of the technical scoring by the technical review panel.
 - The submitted budget will be awarded points pursuant to a formula 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

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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 offeror's proposal and/or to determine an offeror'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 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 request a debriefing by submitting a written request to the Fiscal Contact person at RAENRFP24-017a@nysed.gov.
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

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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 by emailing RAENRFP24-017a@nysed.gov attention Thomas McBride.
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.
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](#).

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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 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 – **Lisa Pearson**

Contract Administration Unit – **Thomas McBride**

M/WBE – **Brian Hackett**

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

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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

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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 and Debarment

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

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

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

PROOF OF COVERAGE REQUIREMENTS

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

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

Proof of Workers' Compensation Coverage

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

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

Proof of Disability Benefits Coverage

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

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

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For additional information regarding workers' compensation and disability benefits requirements, please refer to the [New York State Workers' Compensation Board website](#). Alternatively, questions relating to either workers' compensation or disability benefits coverage should be directed to the NYS Workers' Compensation Board, Bureau of Compliance at (518) 486-6307.

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

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

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

The selected bidder must file a properly completed Form ST-220-CA (with 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), Appendix A-1 (Agency-Specific Clauses), and Appendix R (Data Security and Privacy Plan Provisions) **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:

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(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.

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.

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. 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.
- D. This agreement cannot be modified, amended, or otherwise changed except by a writing signed by all parties to this contract.
- E. 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.
- F. 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.
- G. No fees shall be charged by the Contractor for training provided under this agreement.
- H. 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.
- I. Nothing herein shall require the State to adopt the curriculum developed pursuant to this agreement.
- J. This agreement, including all appendices, is, upon signature of the parties and the approval of the Attorney General and the State Comptroller, a legally enforceable contract. Therefore, a signature on behalf of the Contractor will bind the Contractor to all the terms and conditions stated therein.

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

Certifications

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

is complete, true and accurate.

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

Notices

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

Miscellaneous

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

By mail: NYS Office of the State Comptroller
 Bureau of Contracts
 110 State Street, 11th Floor
 Albany, NY 12236
 Attn: Consultant Reporting
By fax: (518) 474-8030 or (518) 473-8808

Reports to DCS are to be transmitted as follows:

By mail: NYS Department of Civil Service

Office of Counsel
Alfred E. Smith Office Building
Albany, NY 12239

Reports to NYSED are to be transmitted as follows:

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

By fax: (518) 408-1716

- C. Consultant Staff Changes. If this is a contract for consulting services, Contractor will maintain continuity of the consultant team staff throughout the course of the contract. All changes in staff will be subject to STATE approval. The replacement consultant(s) with comparable skills will be provided at the same or lower hourly rate.
- D. 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 Mandates (where applicable)
 9. Appendix D - Program Work Plan

Revised 5/23/22

Appendix R
 NEW YORK STATE EDUCATION DEPARTMENT'S
 DATA PRIVACY APPENDIX FOR CONFIDENTIAL DATA
 ARTICLE I: DEFINITIONS

As used in this Data Privacy Appendix("DPA"), the following terms shall have the following meanings:

1. **Access:** The ability to view or otherwise obtain, but not copy or save, Personal Information arising from the on-site use of an information system or a personal meeting.
2. **Breach:** The unauthorized Access, acquisition, Disclosure or use of Personal Information 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, or by or to a person not authorized to acquire, Access, use, or receive it, or a Breach of Contractor's security that leads to the accidental or unlawful alteration, destruction, loss of, Access to or Disclosure of Personal Information.
3. **Disclose or Disclosure:** The intentional or unintentional communication, release, or transfer of Personal Information by any means, including oral, written, or electronic.
4. **Encrypt or Encryption:** The use of an algorithmic process to transform Personal Information into an unusable, unreadable, or indecipherable form in which there is a low probability of assigning meaning without use of a confidential process or key.
5. **NIST Cybersecurity Framework:** The U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1.
6. **Personal Information:** Information concerning a natural person which, because of name, number, personal mark, or another identifier, can be used to identify such natural person.
7. **Release:** Shall have the same meaning as Disclose.
8. **Services:** Services provided by Contractor pursuant to this contract with the NYS Education Department to which this DPA is attached and incorporated.
9. **Subcontractor:** Contractor's non-employee agents, consultants, volunteers including student interns, and/or [any natural person](#) or entity funded through this Contract who is engaged in the provision of Services pursuant to an agreement with or at the direction of the Contractor.

ARTICLE II: PRIVACY AND SECURITY OF PERSONAL INFORMATION

1. Compliance with Law.

When providing services pursuant to this Contract, Contractor may have Access to or receive disclosed Personal Information that is regulated by one or more New York and federal laws and regulations, among them, but not limited to, the Family Educational Rights and Privacy Act at 12 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); the New York Education Law at § 2-d (8 NYCRR Part 121); the New York General Business Law at article 39-F, and the New York Personal Privacy Protection Law at Public Officers Law article 6-A.

Contractor agrees to maintain the confidentiality and security of Personal Information in accordance with (a) applicable New York, federal and local laws, rules and regulations, and (b) NYSED's Data Privacy and Security Policy. Contractor further agrees that neither the services provided nor the manner in which such Services are provided shall violate New York, federal and/or local laws, rules and regulations, or NYSED's Data Privacy and Security Policy.

2. Authorized Use.

Contractor agrees and understands that it has no property, licensing or ownership rights or claims to Personal Information Accessed by or Disclosed to Contractor for the purpose of providing services, and Contractor must not use Personal Information for any purpose other than to provide the 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 Personal Information Accessed by or Disclosed to Subcontractor for the purpose of assisting Contractor in providing Services.

3. Contractor's Data Privacy and Security Plan.

Contractor shall adopt and maintain administrative, technical, and physical safeguards, measures, and controls to manage privacy and security risks and protect Personal Information in a manner that complies with New York State, federal and local laws, rules, and regulations and NYSED policies. Contractor shall provide NYSED with a Data Privacy and Security Plan that outlines such safeguards, measures, and controls to comply with (a) the terms of this DPA, (b) all applicable state, federal and local data privacy and security requirements and (c) [NYSED's Data Privacy and Security Policy](#). Contractor's Data Privacy and Security Plan is attached as DPA Exhibit 1.

4. Right of Review and Audit.

Upon NYSED's request, Contractor shall provide NYSED with copies of its policies and related procedures that pertain to the protection of Personal Information. In addition, Contractor may be required to undergo an audit of its privacy and security safeguards, measures and controls as it pertains to alignment with the requirements of New York State laws and regulations performed by an independent third party at Contractor's expense, and provide the audit report to NYSED. In lieu of performing an audit, Contractor may provide NYSED with an industry standard independent audit report on Contractor's privacy and security practices that was issued no more than twelve months before the date NYSED informed contractor that it was required to undergo an audit.

5. Contractor's Employees and Subcontractors.

- (a) Contractor shall only provide Access or Disclose Personal Information to Contractor's employees and Subcontractors who need to know the Personal Information to provide the Services and the Access to or Disclosure of Personal Information shall be limited to the extent necessary to provide such Services.

Contractor shall ensure that all such employees and Subcontractors comply with the terms of this DPA.

- (b) Contractor must ensure that each Subcontractor 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 DPA.
- (c) Contractor shall examine the data privacy and security measures of its Subcontractors. If at any point a Subcontractor fails to materially comply with the requirements of this DPA, Contractor shall: notify NYSED and remove such Subcontractor's Access to Personal Information; and, as applicable, retrieve all Personal Information received or stored by such Subcontractor and/or ensure that Personal Information has been securely deleted and destroyed in accordance with this DPA. In the event there is an incident in which Personal Information is unlawfully Accessed or Disclosed or compromised by Subcontractor, Contractor shall follow the Data Breach reporting requirements set forth in Section 9 of this DPA.
- (d) Contractor shall take full responsibility for the acts and omissions of its employees and Subcontractors.
- (e) Other than Contractor's employees and Subcontractors who have a need to know the information, Contractor must not provide Access to or Disclose Personal Information to any other party unless such Disclosure is required by statute, court order or subpoena, and the Contractor notifies NYSED of the court order or subpoena no later than the time the information is Disclosed, in advance of compliance but in any case, provides notice to NYSED no later than the time the Personal Information is Disclosed, unless such disclosure to NYSED is expressly prohibited by the statute, court order or subpoena. Notification 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.
- (f) Contractor shall ensure that its Subcontractors know that they cannot provide Access to or Disclose Personal Information to any other party unless such Access or Disclosure is required by statute, court order or subpoena. If a Subcontractor is required to provide Access to or Disclose Personal Information pursuant to a court order or subpoena, the Subcontractor shall, unless prohibited by statute, court order or subpoena, notify Contractor no later than two (2) days before any Personal Information is Accessed or Disclosed. Upon receipt of notice from a Subcontractor, Contractor shall provide notice to NYSED no later than the time that the Subcontractor is scheduled to provide Access or Disclose the Information.

6. Training.

Contractor shall ensure that all its employees and Subcontractors who have Access to Personal Information have received or will receive training on the federal and state laws governing confidentiality of such Personal Information prior to receiving Access.

7. Data Return and Destruction of Data.

- (a) Contractor is prohibited from retaining Disclosed Personal Information or continuing to Access Personal Information , including any copy, summary or extract of Personal Information, on any storage medium (including, without limitation, secure data centers and/or cloud-based facilities, and hard copies) beyond the term of this Contract unless such retention is either expressly authorized by this Contract, expressly requested in writing by NYSED for purposes of facilitating the transfer of Personal Information to NYSED, or expressly required by law. As applicable, upon expiration or termination of this Contract, Contractor shall transfer the Disclosed Personal Information to NYSED, in a format and manner agreed to by the Parties.
- (b) When the purpose that necessitated Contractor's Access to and/or Disclosure of Personal Information has been completed or Contractor's authority to have Access to Personal Information or retain Disclosed information has expired, Contractor shall ensure that all Personal Information (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) as well as any and all Personal Information maintained on behalf of Contractor in a secure data center and/or cloud-based facilities that remain in the possession of Contractor or its Subcontractors is securely deleted and/or destroyed in a manner that does not allow it to be retrieved or retrievable, read or reconstructed. Hard copy media must be shredded or destroyed such that Personal Information cannot be read, or otherwise reconstructed, and electronic media must be cleared, purged, or destroyed such that the Personal Information cannot be retrieved. Only the destruction of paper Personal Information, and not redaction, will satisfy the requirements for data destruction. Redaction is specifically excluded as a means of data destruction.
- (c) Contractor shall provide NYSED with a written certification of the secure deletion and/or destruction of Personal Information held by the Contractor or Subcontractors to this Contract at the address for notifications set forth in this Contract.
- (d) To the extent that Contractor and/or its Subcontractors continue to be in possession of any de-identified Personal Information (i.e., Personal Information that has had all direct and indirect identifiers removed), Contractor agrees that neither it nor its Subcontractors will attempt to re-identify de-identified Personal Information and/or transfer de-identified Personal Information data to any person or entity, except as provided in subsection (a) of this section.

8. Encryption.

Contractor shall use industry standard security measures including encryption protocols that comply with New York law and regulations to preserve and protect Personal Information.

Contractor must encrypt information at rest and in transit in accordance with applicable New York laws and regulations.

9. Commercial or Marketing Use Prohibition.

Contractor agrees that it will not sell, use, or Disclose Personal Information for a Commercial or Marketing Purpose and that it will contractually prohibit its Subcontractors from the same.

10. Breach.

Contractor shall promptly notify NYSED of any Breach of Personal Information, regardless of whether Contractor or 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 provide 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 which includes the date of the incident and the date of discovery; the types of Personal Information affected, and the number of records affected; a description of Contractor's investigation; and the name of a point of contact.

11. Cooperation with Investigations.

Contractor and its Subcontractors will cooperate with NYSED, and law enforcement where necessary, in any investigations into a Breach. Any costs incidental to the required cooperation or participation of the Contractor will be the sole responsibility of the Contractor if such Breach is attributable to Contractor or its Subcontractors.

12. Notification to Individuals.

Where a Breach of Personal Information occurs that is attributable to Contractor and/or its Subcontractors, Contractor shall pay for or promptly reimburse NYSED the full cost of NYSED's notification to the affected individuals, where applicable. NYSED will be reimbursed by Contractor within 30 days of a demand for payment under this section.

13. Termination.

The confidentiality and data security obligations of Contractor under this DPA shall continue for as long as Contractor or its Subcontractors retain Disclosed Personal Information or Access to Personal Information and shall survive any termination of the Agreement to which this DPA is attached.

DPA EXHIBIT 1 - Contractor's Data Privacy and Security Plan

NYSED has adopted the NIST Cybersecurity Framework as its' standard to protect Personal Information. For contracts where a Contractor may have access to Personal Information, the Contractor must complete the following or provide a plan that materially addresses its requirements, including alignment with the NIST Cybersecurity Framework, which is the standard for educational agency data privacy and security policies in New York state. **While this plan is not required to be posted to NYSED's website, contractors should nevertheless ensure that they do not include information that could compromise the security of their data and data systems.**

1. Outline how you will implement applicable data privacy and security contract requirements over the life of the Contract
2. Specify the administrative, operational, and technical safeguards and practices that you have in place to protect Personal Information.
3. Address the training received by your employees and any Subcontractors engaged in the provision of services under this Contract on the federal and state laws that govern the confidentiality of Personal Information.
4. Outline contracting processes that ensure that your employees and any Subcontractors are bound by written agreement to the requirements of this Contract, at a minimum.
5. Specify how you will manage any data privacy and security incidents that implicate Personal Information and describe any specific plans you have in place to identify breaches and/or unauthorized disclosures, and to meet your obligations to report incidents to NYSED.
6. Describe how data will be transitioned to NYSED when no longer needed by you to meet your contractual obligations, if applicable.
7. Describe your secure destruction practices and how certification will be provided to NYSED.

8. Outline how your data privacy and security program/practices align with NYSED's Data Privacy and Security Policy.

ATTACHMENT 1. Counties in Each RAEN Region

The counties served within the seven RAEN regions are:

- **Long Island:** Nassau and Suffolk
- **New York City:** Bronx, Brooklyn (Kings), Manhattan (New York), Queens and Staten Island (Richmond)
- **Hudson Valley:** Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, and Westchester
- **Capital/North Country:** Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Jefferson, Lewis, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, and Washington
- **Central/Southern Tier:** Broome, Cayuga, Chemung, Chenango, Cortland, Delaware, Herkimer, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Steuben, Tioga, and Tompkins
- **Finger Lakes:** Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, and Yates
- **West:** Allegany, Cattaraugus, Chautauqua, Erie, and Niagara

ATTACHMENT 2. Roles and Responsibilities of RAEN Directors and ACCES-AEPP Regional Associates in Upstate or Downstate Regional Associate Teams

Area	Accountability Office and ACCES-AEPP Regional Associate Upstate/Downstate Team	NYS RAEN Center Director
Professional Development as described in RAEN deliverables	Approves event schedule Approves new training events Reviews monthly status reports Reviews quarterly invoices	Provides professional development as described in RAEN deliverables Provides monthly status report to AEPP Regional Submits quarterly invoices to ACCES-AEPP per the schedule in the contract
Program Manager Meetings	Attends program manager meetings in person or via teleconference or video meeting, and along with the NYS Director of Adult Education, <ul style="list-style-type: none"> • Provides updates of NYSED policy and procedure • Forecasts possible revisions • Responds to program manager questions/concerns 	Schedules and announces meetings to regional program managers <ul style="list-style-type: none"> • Tracks attendance • Structures agenda and sends to Regional Associate two weeks in advance of meeting • Sets up teleconference or video meetings as directed by AEPP
ITAP & Corrective Action Suggestions (State Director holds final decision)	ACCES-AEPP Regional Associates of Continuing Education work closely with RAEN and the NYSED NRS Director to identify programs that appear to be at risk of being designated an (ITAP) and identify programs that meet state criteria for Corrective Action (CA).	RAEN will disclose to ACCES-AEPP Regional Associate any mitigating circumstance that may impact regional programs.
	ACCES-AEPP Regional associates participate in quarterly reviews and site visits to both ITAP and CA programs as time and expense permit.	RAENs conduct full-scale site visits and data monitoring on a quarterly basis to any CA program in their region. RAENs must also provide support and technical assistance to ITAP programs with annual site visits.
Self-Review Forms	ACCES-AEPP Regional Associates and the Accountability Office post final submission date and Self-Review form	RAENs provide Self-Review forms to regional programs <ul style="list-style-type: none"> • Post blank forms to RAEN websites

	<ul style="list-style-type: none"> • Communicate with RAEN any missing or incomplete forms • Communicate with funded programs any concerns or questions • Provide RAENs with a gap analysis of where programs are in need of technical support 	<ul style="list-style-type: none"> • Reach out to regional programs to offer assistance • Remind program managers of deadline dates • Review completed forms and identify areas in need of support • Provide technical assistance and communicate results to the ACCES-AEPP upstate or downstate regional associate team
Technology Survey	ACCES-AEPP Regional Associate Upstate and Downstate teams update survey annually and solicit statewide program participation Teams review responses and recommend professional development	Each RAEN provides professional development based on ACCES-AEPP recommendations.
Fiscal Responsibility for RAENs	The Accountability Office and ACCES-AEPP Regional Associates in upstate/downstate teams <ul style="list-style-type: none"> • Review, negotiate changes, approve RAEN annual workplans • Review, and approve RAEN expenditures on a quarterly basis • Approve and submit to fiscal unit for payment 	RAEN directors: <ul style="list-style-type: none"> • Prepare and submit quarterly RAEN expenditure invoices per the contract schedule • Prepare and Submit to MWBE quarterly expense summaries
Employment Preparation Education (EPE) State Aid	ACCES-AEPP Regional associates in upstate/downstate teams <ul style="list-style-type: none"> • annually update EPE program application • review and approve all annual EPE program applications • review non-binding FS-10 to estimate program cost As a part of the EPE application: <ul style="list-style-type: none"> • review and approve any distance education programming • review and approve any FTE agreements with community colleges 	RAEN directors: <ul style="list-style-type: none"> • track and monitor monthly accrual of reimbursable contact hours in ASISTS • provide guidance and support to programs challenged with meeting their contact hour allocations • provide professional development and technical support aimed at EPE funded programming

	<ul style="list-style-type: none"> • review and approve any Fast Track EPE provisions • review and approve/disapprove any requested EPE waivers • review and approve/disapprove any geographic MOUs 	
<p>Program Information Forms</p>	<p>The Accountability Office and ACCES-AEPP Regional Associates in upstate/downstate teams:</p> <ul style="list-style-type: none"> • receive and review Program Information Forms (PIF) • align PIF with grants to ascertain programs are delivering services as described in grants awarded 	<p>RAEN Directors:</p> <ul style="list-style-type: none"> • Must review all regional program PIFs • align PIF with grants to ascertain programs are delivering services as described in grants awarded • remind programs to submit PIF to SED • schedule site visit to those programs that fail to meet grant expectations as indicated by regional staff
<p>Accountability Website</p>	<p>ACCES-AEPP Regional Associates post summaries of any conversations or emails with local program staff on the ACCES-AEPP Accountability website.</p>	<p>RAEN directors:</p> <ul style="list-style-type: none"> • post summaries of any conversations or emails with local program staff on the NRS Accountability website • post summaries of all site visits to local programs • post any data reports aimed at monitoring program performance • post summaries of any staff meetings where RAEN was in attendance • post quarterly review of progress in meeting ACCES-AEPP minimum professional development hours for all staff in funded programs.

ATTACHMENT 3: Summary of WIOA Title II Performance Requirements

A participant is a reportable individual who has received services after satisfying all applicable programmatic requirements for the provision of services, such as eligibility determination. To be considered a participant, the student must be pre-tested. The tools used for this purpose and approved by NYSED are full battery TABE Math and Reading Forms 11 & 12 series for ABE and ASE programming and the BEST Plus 2.0, or BEST Literacy for ELL programming. NYSED reserves the right to change this selection based on direction received from U.S. Department of Education's Office of Career, Technical and Adult Education (OCTAE). The second requirement for a participant is the completion of a minimum of twelve (12) contact hours. All participants count toward federal and state accountability measures.

A reportable individual is also an individual who has taken action that demonstrates an intent to use program services and who meets the specific eligibility criteria of the program. The program must have recorded five important demographic data elements as follows: Name, Gender, Date of Birth, Ethnicity, and Employment Status. In addition, a reportable individual is one that has completed less than twelve (12) contact hours or has not been pre-tested. While these individuals do not count toward the accountability measures, they are counted and reported.

Each agency should publish its nondiscrimination statement via site postings and inclusion in participant orientation materials. Programs must include in their orientation/intake the Americans with Disability Act (ADA) notice that all participants must sign.

Program Entry and Exit

- Program entry is the date that a reportable individual enrolls in an adult education program.
- Program exit is defined for the purpose of performance accountability. Exit is the point after which a participant has received services; the exit date is the last date of service. The last date of service is determined after three (3) consecutive months have elapsed since the participant last received services. For the purposes of reporting measurable skill gain, each program entry per participant during the reporting period is considered a period of participation.

Programs will report performance based on a participant's Periods of Participation (POP). A POP is defined as a period between a student's enrollment and exit, provided they have received a minimum of 12 hours of service. If a student leaves the program and returns after a minimum of 3 months of not having received services, they will have begun a new POP. ASISTS will track performance on multiple POPs for the same participant. Final legislative direction will determine the assessment options for participants in each POP.

All participants, regardless of employment status, must be tracked for employment performance indicators. This includes those participants who are employed at entry, unemployed at entry, those not in the labor force, and those seeking employment. The only exclusion are those participants served under WIOA Corrections Education. New York will participate in NYSDOL's Unemployment Insurance (UI) data matching process. This process requires the participant's Social Security Number, refugee number, or work visa number. Participants without any one of these numbers must be tracked manually with documentation log of date, time, and response from

contact. The data provided through the UI database includes: employer name, employer contact information, date of employment, federal employer identification number (FEIN), and wage information. These data will be retrieved from the UI database when the Social Security Number, refugee number, or work visa number is recorded for the participant. Tracking will occur in the second quarter after the exit date at which time data will be recorded regarding participants who are in unsubsidized employment and their median earnings. In the fourth quarter after exit, participants will again be tracked for employment status.

Measurable Skill Gain (MSG) will be counted when participants demonstrate the advancement of at least one Educational Functioning Level (EFL) of a participant who is receiving instruction; EFL descriptors can be found at the [Accountability for New York State Adult Education](#) website.at:

Measurable Skill Gain will be counted when:

- (1) Comparing the participant's initial lowest Educational Functioning Level, as measured by a NYSED approved pre-test, with the participant's educational functioning level, as measured by an NYSED approved post-test in the lowest score area.
- (2) States may report an MSG for participants who achieve a NYS High School Equivalency diploma.
- (3) States may also report those achieving the HSE diploma as a credential attainment after the participant has entered postsecondary education apprenticeship programs, or training or entered employment in the year following their exit. When a participant passes an exam required for a particular demand occupation or demonstrates progress in attaining technical or occupational skills as evidenced by trade-related benchmarks such as knowledge-based exams, measurable skill gain will be counted. These must have prior approval from the Local Workforce Development Board.

ISRF data, attendance data, assessment data, and employment tracking data must be entered in ASISTS. These data from the previous month must be recorded in ASISTS no later than one month after the month in which the attendance accrued. (Example: September 2024 data must be entered no later than October 31, 2024)

Program data will be reviewed for completeness according to the following dates:

- Quarter I (7/01-9/30) data entered and reviewed by 10/31;
- Quarter II (10/01-12/31) data entered and reviewed by 1/31;
- Quarter III (1/01-3/31) data entered and reviewed by 4/30;
- Quarter IV * (4/01-6/30) data entered and reviewed by 7/31.

*The program has until 8/15 of each funding year to finalize the annual data submitted over the previous four quarters. It is the responsibility of the program to have data entry up to date for each quarter. This annual data submission date is subject to change.

Corrective Action Plan (CAP)

ACCES-AEPP issues a Program Evaluation Report and NYSED Report Card for each funded program. The annual Program Evaluation Report will identify whether the agency has met the New York State annual benchmarks for NRS measurable gain and employment tracking. Aggregate benchmarks are set annually by ACCES-AEPP based upon NRS targets negotiated with

the U.S. Department of Education and previous year performance data from programs funded by NYSED.

Measurable Skill Gain targets will be publicized annually and will be set for each Educational Functioning Level. In addition to performance targets, programs will be assessed annually for compliance with WIOA Title II.

In addition to the possibility of corrective action taken for programs that do not meet benchmarks, ACCES-AEPP also reserves the right to place a program under corrective action when the program's enrollment does not meet the program's proposed enrollment for each program funded under this RFP.

Programs that do not meet these New York State annual benchmarks and program expectations will be required to undertake a formal Corrective Action Plan process (CAP). The program must submit and receive ACCES-AEPP approval for a comprehensive CAP plan that identifies specific steps for meeting the New York State annual benchmarks and WIOA Title II funding requirements within 90 days of notice of corrective action status. For programs identified for corrective action in October 2024 or October of 2025, they must meet their annual benchmarks by June 30, 2025, and June 30, 2026, respectively or risk funding adjustments.

When the Corrective Action Plan process is initiated, ACCES-AEPP staff will conduct conference calls/webinars to include the local program staff identified by the adult education director, the NRS Director under contract with ACCES-AEPP and the program's RAEN director to track progress toward meeting the New York State annual benchmarks. For a program placed in CAP in 2024 and annually thereafter, the program will have one year to raise performance to meet or exceed the New York State annual benchmarks. Programs may lose funding if the benchmarks are not met, or the program does not meet their proposed enrollment.

Program Improvement Team

Every program must assemble a Program Improvement Team that will meet regularly to assess and review program data and recommend change. The PIT should consist of the program director/manager, teachers, case managers, and data staff.

Continuous Evaluation Process (CEP)

As part of the comprehensive Corrective Action Plan, there is a Continuous Evaluation Process (CEP) under which programs and NYSED will identify quarterly progress milestones on key indicators such as measurable gain that lead to meeting the New York State annual benchmarks within one year. NYSED staff, the RAEN director, and the NRS Director will conduct a quarterly review to determine whether approved quarterly milestones have been met for each agency on corrective action. Failure to meet the quarterly progress milestones for any three consecutive quarters may result in the termination of the grant at the end of that program year. Any award may be terminated as early as June 30, 2025.

Both the CAP process and CEP will be reported and tracked through the [Accountability website](#) for each program funded through this RFP.

Under the federal National Reporting System (NRS) for adult literacy programs, New York State, and ultimately local service providers, will be evaluated based on performance indicators. All successful applicants must submit data based on the federal requirements of the NRS. See the [NRS website](#) for information on the NRS.

Implementation of the NRS in New York State is through the ASISTS participant database. Information about the ASISTS database can be found at the [ASISTS website](#). The ASISTS database allows data to be accessed and reported by participant demographics, type of educational program, and instructional class level. When funds are awarded, participation in the ASISTS database is **mandatory**; it is available to local provider agencies free of charge, including the related training and technical assistance.

NYSED has negotiated core performance targets with the U.S. Department of Education. All program participants must have the goal of advancing a minimum of one educational functioning level or obtaining a high school diploma or its equivalent. In addition to the above, the individual participant can identify other goals as appropriate.

In addition to the CEP process, NYSED has also maintained a technical assistance protocol aimed at supporting programs that are at risk of falling under Corrective Action or are a Big Five city adult education program. The Individual Technical Assistance Program (ITAP) supports programs that may be facing significant challenges. These may include but are not limited to leadership or significant staff turnover, programs exhibiting ineffective or marginal data collection processes, dropping performance outcomes, or an anomaly evidenced in the data that requires further investigation. Agencies selected as ITAP programs are selected to receive intense technical support from ACCES-AEPP. The team consists of the State Director for Adult Education, the ACCES-AEPP regional liaison, NRS specialist, and the RAEN director. To guide this process, there are a number of priorities the team will investigate and then recommend reliable strategies to ensure program improvement and increase learner outcomes. Data will be the primary source of information along with periodic site visits and scheduled meetings with a program improvement team.

The ITAP, CAP, and CEP protocols are used to manage risk. These strategies are used to identify, analyze, assess, control, and ultimately avoid unacceptable risk from funded agencies.

National Reporting System Targets for FY2023-2024

Below are New York State's targets for the National Reporting System (NRS). Agencies are, at a minimum, expected to achieve the targets related to their instructional program.

New York State's NRS Performance Targets prescribed for:

- Program Area 1: Adult Basic Education and Literacy Services and/or Integrated Education Training,
- Program Area 2: Integrated English Literacy and Civics Education (IEL/CE),
- Program Area 3: Corrections Education and Other Institutionalized Education Program

NRS Measurable Skill Gain

Measurable Skill Gain (Advancing an Educational Functioning Level):	2023-24 Targets
• Adult Basic Education – Beginning Literacy	41
• Adult Basic Education – Beginning Low	59
• Adult Basic Education – Low Intermediate	41
• Adult Basic Education – High Intermediate	45
• Adult Secondary Education – Low	45
• Adult Secondary Education – High	35
• ESL – Beginning Literacy	45
• ESL – Low beginning	50
• ESL – High beginning	45
• ESL – Low Intermediate	45
• ESL – High intermediate	42
• ESL – Advanced	42

Participant Assessment and Tracking

Participant intake assessment and tracking requirements apply to all programs funded by ACCES-AEPP. Programs must maintain participant folders subject to criteria established by ACCES-AEPP.

Initial participant assessment must take place within the first twelve hours of contact with the participant. All participants will be post-tested at intervals necessary to determine status and progress. The following intervals are recommended:

- Participants in a class that meets for nine hours or less per week should be post-tested between 40 to 60 contact hours.
- Participants in a class that meets for ten hours or more per week should be post-tested between 60 to 80 contact hours.

Participants must be assessed and post-tested with the ACCES-AEPP approved standard assessment instruments. Current assessments approved by ACCES-AEPP are the Test of Adult Basic Education (TABE) Forms 11 & 12, the BEST Plus 2.0 and the BEST Literacy. These versions of the assessments may be updated by the publishers; as they are updated, programs will adopt the new required versions.

ACCES-AEPP’s annual assessment policy can be found on the [Accountability website](#).

Note: ACCES-AEPP reserves the right to adjust and modify NRS performance requirements for state funding as necessary.

ATTACHMENT 4: Literacy Zones

The purpose of Literacy Zones is to close the achievement gap in urban and rural communities of concentrated poverty and high concentrations of families and individuals with limited literacy or English language proficiency. Literacy Zones provide a systemic approach to meeting the literacy needs of these communities from birth through adult. The Literacy Zone must be geographically defined as one or more adjacent census tracts using the [US Census](#).

Literacy Zones and their Family Welcome Centers provide or refer out-of-school youth and adults to a variety of coordinated services and benefits to support adult participants who are receiving literacy services, including instruction, through a WIOA Title II adult education program funded by ACCES-AEPP. Literacy Zones should connect students and their families with instruction.

Pathways Out of Poverty

The Family Welcome Centers provide services which connect adult participants and their families to Pathways Out of Poverty. The Pathways Out of Poverty should be tailored to the needs of individuals and families in the proposed Literacy Zone and may include:

1. A continuum of literacy from early childhood through adult, including strong support for parents' involvement in their children's literacy development at home and engagement with the school system;
2. Assistance and support for out-of-school youth to enable them to complete high school and succeed in postsecondary education, apprenticeship programs, or advanced training;
3. Postsecondary transition programs that enable out-of-school youth and adults to obtain a NYS High School Equivalency diploma and succeed in postsecondary education;
4. Programs that enable out-of-school youth and adults who are receiving public assistance, or families with incomes of less than 200 percent of poverty, to obtain and retain employment;
5. Transition programs for youth and adults returning to the community from incarceration;
6. Pathways to citizenship and English language proficiency for limited English language adults;
7. Workforce development programs, including apprenticeship, adult Career and Technical Education/ workforce training, apprenticeship programs, and career pathways including career exploration using NYSED [CareerKits](#);
8. Support for mature workers and senior citizens to enable them to stay out of poverty;
9. Support for individuals with disabilities and their families;
10. Transition support for returning veterans and their families, including disabled veterans.

Services Provided by Literacy Zones:

1. Educational counseling so that out-of-school youth and adult participants pursue the most appropriate path to earning a NYSED High School Equivalency (HSE) diploma, English language acquisition and/or transition to postsecondary education, training and employment;
2. An internet connected computer lab with digital literacy instruction to assist participants to learn how to use computers and computer software. The lab should include ABE/ASE and ESL instructional software for use by teachers and participants. The lab should also be used to prepare participants to take assessments leading to a High School Equivalency (HSE) diploma;
3. Resources to link adults to appropriate services will be used, including:
 - i. [Literacy Zone benefits tool](#)

- ii. [My Benefits](#)
 - iii. [Jobzone](#)
 - iv. [Careerzone](#)
4. A resource library of culturally sensitive materials for adult education participants;
 5. Referral services to other educational programs that specialize in Literacy Zone outcome categories of health literacy, financial literacy, functional literacy, legal, counseling, housing, and vocational rehabilitation/programs for the blind funded by the NYS Commission for the Blind;
 6. Referrals to and from Career Centers and workforce partners, including WIOA Title 1 workforce training and apprenticeship programs and Title IV Vocational;
 7. An annual career fair within the zone.

Program Requirements

1. Literacy Zones must establish one or more Family Welcome Center(s) in the Literacy Zone.
2. Literacy Zones must have at least one of each of the following five required partners:
 - Education: early childhood programs; K-12 public schools and BOCES; postsecondary institutions and postsecondary transition programs;
 - County Department of Social Services or NYC Human Resource Administration;
 - New York State Career Center/one-stop center (which may include vocational rehabilitation partners from the NYS Commission for the Blind or ACCES-VR);
 - Cultural institutions; and
 - Volunteer organizations such as Literacy Volunteers and/or those which provide community service, mentoring, or work-based learning.

All Literacy Zones are required to submit National Reporting System (NRS) data to ACCES-AEPP through the ASISTS data system. ACCES-AEPP collects additional data related to the provision of service and referrals within the Literacy Zone. The applicants and all partners will be required to provide data as required by both NRS and the Literacy Zone indicators as determined by ACCES-AEPP, including outcomes related to the NYS Benefits Tool Kit. Information on the Benefits Tool Kit can be found at State [My Benefits](#) website.

3. Each Literacy Zone must hold an annual Career Fair within the zone. Career Fairs not located within the geographic boundaries of the zone must have prior approval by ACCES-AEPP. The Career Fair must include at minimum two local employers, one postsecondary educational institution or training center, and One Stop Career Center partners. The employers selected should be among those that have or intend to employ the Literacy Zone participants.

Case Management Requirement for Literacy Zones

The minimum FTE calculation is one full time Case Manager for every 100 participants served. Case management in the Literacy Zone should provide referral to address specific needs of the Literacy Zone individuals. These may include, but are not limited to employment, training and apprenticeship programming, career pathway exploration and use of NYSED [CareerKits](#), access to benefits, physical and mental health, legal services, financial services, housing and vocational rehabilitation services. Case managers are expected to help all students register for Job Zone. A

broad overview and specific instructions can be found on the [Department of Labor website](#). NYSDOL and ACCES-AEPP will be providing additional training on Job Zone for funded programs.

Regional RAEN HSE Networks

Each of the seven RAENS will convene all test centers and preparation programs in their RAEN regions to share referrals; to create regional outreach to potential test takers to create divisions of labor between programs who are providing longer term HSE and those who specialize in Fast Track approaches; to collectively evaluate and disseminate the success of pilot initiatives; and, to effectively communicate new GED/NYSED initiatives such as the development of a new reporting system.

Attachment 5: RAEN Required Annual Activities

Priorities/Quarter	Activity	Action Steps
<p>Quarter I July/August/September Funding/Sites/Classes set up in ASISTS</p> <ul style="list-style-type: none"> • Start and End Dates • # of Instruction Hours • Funding Codes <p>Identification of New Staff</p> <ul style="list-style-type: none"> • Determine PD Needs <p>Pre Testing Case Management Intake</p>	<ul style="list-style-type: none"> • Program Information Form • No Pre Test Report • Case Managers assigned from each AEPP Funding Source 	<p>Run Program Information Form</p> <ul style="list-style-type: none"> • Identify any gaps in information, anything missing or incorrect • Reach out to program for completion/correction • Document communication on Accountability Site <p>No Pre Test Report</p> <ul style="list-style-type: none"> • Do not include Fast Track classes • Identify all students with more than 12 contact hours and no pre test • Contact Program Manager/Director with copy to the Regional Associate and the Accountability Director. <p>NRS Opening Day Training for Big 5 School Districts Coordinate with Regional Associate and the Accountability Director to run the NRS Opening Day Training. This training will cover data and program expectations tailored to each of the Big 5 programs</p>
<p>Quarter II October/November/December</p> <ul style="list-style-type: none"> • Enrollment Accrual <ul style="list-style-type: none"> ○ Disaggregated by Funding Source • EPE Accrual as compared to EPE allocation <ul style="list-style-type: none"> ○ Monthly comparison of EPE accrual 	<p>Program Evaluation Reports (disaggregated by funding source)</p> <p>EPE Monthly Accrual diagnostic (spreadsheet)</p> <p>No Pre Test Report</p>	<p>Run Program Information Form</p> <ul style="list-style-type: none"> • Identify any gaps in information, anything missing or incorrect • Reach out to program for completion/correction • Document communication on Accountability website

<ul style="list-style-type: none"> ○ EPE analysis for students with diploma ○ EPE approval for CTE programming K-12 & Local ● Pre Testing ● Case Management 	<p>EPE for Students with High School Diploma Data Check</p>	<p>Run Program Evaluation Report</p> <ul style="list-style-type: none"> ● disaggregated by funding source ● Compare enrollment to contracted target enrollment ● If less than 30%, reach out to program, ask for status on recruitment/enrollment <p>EPE Monthly Accrual (end of November)</p> <ul style="list-style-type: none"> ● Notify Program if less than 25% of allocation <p>No Pre Test Report</p> <ul style="list-style-type: none"> ● Should be minimal by end of November ● Any significant amount of tests not recorded, contact program, report on Accountability website <p>Case Management</p> <ul style="list-style-type: none"> ● Review Program Information Form ● Classes created ● Students enrolled
<p>Quarter III January/February/March</p> <ul style="list-style-type: none"> ● Enrollment Accrual ● EPE Accrual as compared to EPE allocation <ul style="list-style-type: none"> ○ Preparation of Full Year Projection/Re-allocation measures ○ EPE analysis for students with diploma ○ EPE approval for CTE 	<p>Program Evaluation Reports (disaggregated by funding source)</p> <p>EPE Monthly Accrual diagnostic (spreadsheet)</p> <p>No Post Test Report</p>	<p>Run Program Evaluation Report</p> <ul style="list-style-type: none"> ● disaggregated by funding source ● Compare enrollment to contracted target enrollment ● If less than 60% by end of February, reach out to program, ask for status on recruitment/enrollment <p>EPE SA160 Preparation Reminder: Full Year Projections</p>

<p>programming K-12 & Local</p> <ul style="list-style-type: none"> ○ Preparation of Full Year Projection/Re-allocation measures ● Follow Up Outcomes ● Post Testing Benchmark Analysis ● Measurable Skill Gain Benchmark Analysis 		<p>EPE Monthly Accrual (end of February)</p> <ul style="list-style-type: none"> ● Notify Program if less than 60% of allocation <p>No Post Test Report</p> <ul style="list-style-type: none"> ● Indicate number of students with more than 40 hours and no post test ● Request plan for post testing from Program Manager/Director, copy both the Regional Associate and the Accountability Director
<p>Quarter IV April/May/June</p> <ul style="list-style-type: none"> ● Class Carry Over Utility <ul style="list-style-type: none"> ○ Program decides ● Post Testing Benchmark Analysis ● EPE Accrual as compared to EPE allocation <ul style="list-style-type: none"> ○ EPE analysis for students with diploma ○ EPE approval for CTE programming K-12 & Local ● Measurable Skill Gain Benchmark ● Follow Up Outcomes/final preparation ● Credential Attainment 	<p>Measurable Skill Gain Analysis (MSG)</p> <ul style="list-style-type: none"> ● Related to enrollment ● Related to post testing rate <p>Post Test Rate</p> <ul style="list-style-type: none"> ● Disaggregated by Teacher ● Where are the gaps? <p>Reminder that HSE diplomas and credentials count toward Measurable Skill Gain</p>	<p>Program Evaluation Report</p> <ul style="list-style-type: none"> ● Evaluate all performance targets <ul style="list-style-type: none"> ○ Measurable Skill Gain ○ Post Test Rate ○ Follow Up Outcomes ● If less than target, contact program and document communication ● Run report by teacher to identify possible gaps in post testing and MSG <p>EPE Monthly Accrual (end of May)</p> <ul style="list-style-type: none"> ● Notify Program if less than 75% of allocation

ATTACHMENT 6: Regional RAEN Annual Allocations

The following table shows the annual regional RAEN allocations. They are based upon each RAEN's pro-rated percentage share of three factors:

- the number of adult education teachers/administrators in funded programs per RAEN region in FY2022-2023;
- the aggregate student enrollment per RAEN region in funded programs in FY2022-2023; and
- the number of non-duplicated adult education programs per RAEN region funded by ACCES-AEPP in FY2022-2023.

Number of Adult Education Teachers/Administrators

Region	Number of Teachers-Administrators	% of State Total
Capital/North Country	154	4%
Central Southern Tier	297	8%
Finger Lakes	129	3%
Hudson Valley	283	7%
Long Island	481	13%
New York City	2,264	59%
West	223	6%
Total	3,831	100%

Student Enrollment per Region (enrollment represents duplicate numbers)

RAEN Region	EPE	WIOA	ALE	Total	Percent of Total
Capital/North Country	1,616	1,296	426	3,338	4%
Central Southern Tier	4,628	4,155	355	9,138	10%
Finger Lakes	1,531	2,033	358	3,922	4%
Hudson Valley	6,745	2,503	429	9,677	11%
Long Island	11,042	3,478	675	15,195	17%
New York City	22,840	17,579	2,951	43,370	48%
West	2,903	2,819	268	5,990	7%
Total				90,630	100%

Number of Programs (combined funding, includes EPE, WIOA, WEP, ALE) per Region

Region	Number of Projects (combined funding)	% of Total
Capital/North Country	35	11%
Central Southern Tier	45	15%
Finger Lakes	18	6%
Hudson Valley	34	11%
Long Island	34	11%
New York City	117	38%
West	27	9%
Total	310	100%

Annual RAEN Allocation*

Region	Annual allocation **	% of State Total
Capital/North Country	\$292,500	9%
Central Southern Tier	\$422,500	13%
Finger Lakes	\$162,500	5%
Hudson Valley	\$357,500	11%
Long Island	\$455,000	14%
New York City	\$1,267,500	39%
West	\$292,500	9%
Total	\$3,250,000	100%

***Percentages rounded and truncated**

**** Cost proposals may not exceed the Annual RAEN Allocation for the respective region**