

REQUEST FOR PROPOSAL (RFP)

RFP # 23-003

NEW YORK STATE EDUCATION DEPARTMENT

Title: Maintain, Modify and Provide Training and Technical Assistance for the ASISTS Management Information System

The New York State Education Department (NYSED)'s Office of Adult Career and Continuing Education Services-Adult Education Programs and Policy (ACCES-AEPP) is seeking proposals to **maintain, upgrade, and provide training and technical assistance on the Adult Student Information and Technical Support (ASISTS) Management Information System.**

The ASISTS Management Information System provides data services for organizations that currently receive adult education funding from NYSED's ACCES-AEPP. These AEPP funded programs include Employment Preparation Education (EPE) state aid; Adult Literacy Education (ALE), Welfare Education Program (WEP), Workforce Innovation and Opportunity Act (WIOA).

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

NYSED will award **one** contract pursuant to this RFP. The contract(s) resulting from this RFP will be for a five-year, two month term anticipated to begin **November 1, 2022** and to end **December 31, 2027**. ASISTS must be available for implementation by January 1, 2023. However, the vendor must begin necessary preparatory work by November 1, 2022.

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

Service Area: **Statewide**

Components contained in RFP #23-003 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 ASISTS-RFP@nysed.gov no later than the close of business May 31, 2022. Questions regarding this request should be identified as Program, Fiscal or M/WBE. A Questions and Answers Summary will be posted to [ACCES Procurement Opportunities](#) no later than June 9, 2022. The following are the designated contacts for this procurement:

Program Matters
Robert Renda

Fiscal Matters
Adam Kutryb

M/WBE Matters
Brian Hackett

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 **June 30, 2022 by 3:00 PM Eastern Time**:

1. Submission Documents labeled **[name of bidder] Submission Documents RFP #23-003**
2. Technical Proposal labeled **[name of bidder] Technical Proposal RFP #23-003**
3. Cost Proposal labeled **[name of bidder] Cost Proposal RFP #23-003**
4. M/WBE Documents labeled **[name of bidder] M/WBE Documents RFP #23-003**

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

Instructions on submitting an electronic bid:

1. 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 23-003" - 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 received after 3:00 pm Eastern Time on the due date will be disqualified.**

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 17-B of New York State Executive Law

Article 17-B of Executive Law was enacted to ensure that certified SDVOBs are provided opportunities for meaningful participation in the performance of state contracts. 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](#).

Staffing and Contract Requirements

1. One full time project director employed by the vendor with 100 percent time dedicated only to this project. This individual must manage the project and have:
 - a. prior experience in adult education
 - b. at least three years of prior experience with managing a national reporting system data and accountability system
 - c. at least three years of prior experience managing a state accrual/reimbursement system
2. ASISTS software programmer(s) employed by the vendor who have at least three years prior experience programming in Structured Query Language (SQL).
3. One full time trainer/customer support person employed by the vendor, with 100 percent time dedicated only to this project. This individual should have a strong background in delivering technical training and providing customer service.
4. If the bidder receives NYSED ACCES-AEPP state and/or federal funding, the bidder should demonstrate that there is or will be a strong firewall between oversight of ASISTS and handling of any future grants or contracts awarded by NYSED ACCES-AEPP and where performance monitoring or adherence to NYSED ACCES-AEPP funding guidelines apply.
5. ASISTS staff may not serve on the governing board of the New York State Association of Continuing and Community Education (NYACCE).

Background

The New York State Education Department (NYSED) is seeking a vendor to maintain, upgrade, modify and provide training and technical assistance for the Adult Student Information and Technical Support (ASISTS) Management Information System for the next five years. Since 2006, NYSED has contracted for the development, maintenance, and modification of ASISTS, a customized, Web-based data collection and analysis/management information system. NYSED seeks to select a vendor that has previous experience with adult literacy, a programmatic understanding of the federal National Reporting System and the Workforce Innovation and Opportunity Act, and experience with the collection and reporting of fiscal data such as state aid claims to administer the ASISTS system for the next five years. In addition, the vendor must have the requisite experience in technology to develop and maintain the current system's functionality and develop new reporting mandates or analysis as needed.

Since the passage of the federal Workforce Innovation and Opportunity Act (WIOA), NYSED has developed a variety of reports that focus on student demographics, goals, assessments, attendance, outcomes, and achievement. All reports must be accessible to staff working at the classroom, program, fiscal, and state levels. In addition, these reports must be able to be disaggregated by instructional offering, instructional type, instructional format, instructional program, teacher/tutor, site, student age, and student employment and functioning as described below in the deliverables section. The current contractor provides extensive training and technical assistance to funded adult education programs on the operation of ASISTS and the requirements for EPE state aid claims. The vendor selected must have the ability to meet both current and future needs, especially as state or federal policies and practices change frequently.

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A major function of ASISTS is to generate accurate and timely National Reporting System (NRS) data for NYSED to annually report to the U.S. Education Department. A second function is to track Employment Preparation Education (EPE state aid) generation throughout the year and provide interim and final state aid claims on a timely basis to meet legislative claiming deadlines.

Project Description and Goals

Maintenance and modification of the existing ASISTS data management system and delivering the requisite training and technical assistance to implement the new National Reporting System (NRS) reporting guidelines that became effective July 1, 2016 are the goals of this project. The project calls for the vendor to:

1. Annually submit NRS data to the U.S. Department of Education's Office of Career, Technical, and Adult Education (OCTAE) by September 30th based on current federal requirements. Due date is subject to change from OCTAE.
2. Improve the quality of NYSED-funded adult education instruction by evaluating program performance based on valid and reliable data and providing the needed technical support to report such data.
3. Create a seamless system of reporting, tracking, training, and professional development for adult education staff at all levels from all programs funded by NYSED-AEPP office.
4. Put in place the data elements and calculations necessary for local program accountability and compilation of metrics, reports, data check reports (see **Addendum 1** of the RFP), and New York State report cards.
5. Modify ASISTS, as needed, to enable electronic matching of adult literacy students with Social Security Numbers, recorded in ASISTS, with the New York State Department of Labor's (NYDOL) Unemployment Insurance (UI) database. These data will be used to match, in the aggregate, participant employment goals with corresponding achievement data for federal reporting. NYSED and NYDOL will enter into a Memorandum of Understanding (MOU) outlining expectations and timelines for the data match to be achieved. The new vendor must develop, maintain, and modify the data matching process to meet the MOU. An encrypted file of student information and Social Security Numbers must be built on a monthly basis and sent securely to NYDOL. Once matched with the UI database, the data will be returned to ASISTS and must be matched/connected to the local program's existing account. The vendor will be responsible for calculating outcome data performance measures per NRS and populating reporting tables prescribed by OCTAE for NRS employment and wage data. Additional modifications, if required, will be the responsibility of the new vendor.
6. Maintain and upgrade the functionality of the Teacher Support System (TSS), a teacher data portal to support data driven instruction. In 2015-16, NYSED funded the creation of the Teacher Support System (TSS), a teacher data portal to support data driven instruction. It has the following key features:
 - a. Dashboards that display data on a specific teacher's students in easy-to-read charts and tables.

- b. Access to reports that display, on a daily basis, the teacher's students, the progress these students are making, and the achievements accomplished.
 - c. For High School Equivalency (HSE) teachers, detailed diagnostic information on students who took the New York State high school equivalency exam and failed. This data will help teachers tailor the instruction to their students' specific needs.
 - d. An interface for entering daily attendance that allows teachers to forgo paper attendance rolls, but rather printing attendance documents directly from ASISTS prepared for teacher signature and attestation. This interface has been vetted by EPE auditors and includes checks and balances to detect teacher error and program fraud.
 - e. More information on New York State Education Department Web Accessibility Policy, documented at: [NYSED Web Accessibility Policy](#)
7. Continue to track EPE state aid data in ASISTS and the generation of EPE state aid claim forms and EPE data checking reports used as the basis for reimbursement to eligible local programs.
8. Maintain and upgrade the functionality of the Case Manager Portal (CMP) to support the work of adult education case managers. The CMP will increase the case management functionality in ASISTS to support referrals and outcomes to and from WIOA partners.

Transfer of ASISTS to a New Contractor:

- a. If a new contractor is selected at the end of this competition, the existing contractor will transfer all ASISTS operations to the new contractor. ASISTS is an enterprise-level data system, and this transition will be multifaceted and complex.
- b. The following conditions, identified in Transition Phases need to be in place with the new contractor to ensure a timely and satisfactory transfer of operations
- c. The new contractor will work with the existing contractor to complete the tasks outlined in the Transition Phases in a manner that will accomplish the transition phases set forth below.
- d. At the conclusion of the contract resulting from this RFP, if the contractor is not reselected, the contractor will engage in the process as described in the Transition Phases.
- e. ASISTS must be available for implementation by January 1, 2023. However, the vendor must begin necessary preparatory work by November 2022.

Transition Phases (if a new contractor is selected):

1. *Phase 1* – (Start transition planning November 2022) Identification of the new team that will take over all functions listed below.
2. *Phase 2* – (Start transition planning November 2022) Training of new ASISTS team members
3. *Phase 3* – (Start transition planning December 2022) Documentation of the following:
 - a. All ASISTS software code utilized for both front-end and the back-end development
 - b. Business rules underlying the ASISTS screens, reports, and utilities
 - c. The ASISTS server infrastructure
 - d. All data analysis procedures and queries that lead to the creation of the NYS State Report and Adult Education Report cards
 - e. Training materials and assessments of prior training initiatives

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- f. Procedures for providing support
 - g. All data relative to user accounts, existing security level of those accounts, and password reset
4. *Phase 4* – (Start transition planning December 2022) Transfer of all ASISTS operational code and materials including:
- a. The ASISTS domain
 - b. All code, including active and archived queries and data from the current hosting environment to one identified by the new vendor
 - c. All documentation and materials listed above
 - d. Complete all User Acceptance and Pilot Testing by December 30, 2022.

Deliverables

	DELIVERABLE	DESCRIPTION OF SERVICE AND MAINTENANCE ITEMS	TIMELINE	
			DUE TO NYSED FOR REVIEW	DUE DATES
1	New Releases of ASISTS	<p>New software releases of ASISTS must be scheduled every two months for the duration of this contract, reflecting required modifications identified by NYSED.</p> <ul style="list-style-type: none"> • Prior to the release of any new functionality, vendor will conduct alpha testing done internally by the vendor to ensure that all features and functions are bug-free and operate consistently within requirements. • Vendor will then conduct beta testing with three (3) NYSED selected local programs to ensure that the system works properly in typical operating scenarios. • Vendor will solicit acceptance testing completed by NYSED staff and/or the state funded accountability specialist who will provide a final check that the system operates consistently within requirements and contract agreement. • Ongoing testing must be done by the vendor to identify issues and potential improvements in the system. • Vendor will perform security vulnerability scans of the system releases and remediate any found vulnerabilities to ensure that the system is hardened against potential cyber-attacks. 	A list of new release items must be reviewed by NYSED or designee two weeks prior to the release to ASISTS users	Every two months through the life of the contract
2	Automatic Exiting	<p>Automatic exiting. Exiting students is a critical, required activity under NRS guidelines, as it starts the clock for collecting follow-up outcome data and puts students in the calculations of performance measures. OCTAE has mandated that the exiting process be automated through ASISTS. ASISTS must automate the exiting of students following the rules set by NYSED listed below.</p> <ol style="list-style-type: none"> Any student with no attendance for three months will be given an exit status The exit date will be the last day of the month in which the student had attendance The exit status processing will happen on the 15th of every month Data check report will identify those students being prepared for auto exiting Programs will have until the end of the month to add any missing hours. If they do, the exit status added on the previous 15th of the month will be removed. WIOA SurveyTool must be updated each quarter to accurately identify newly exited student data 	Exit schedule will continue on a quarterly basis	Monthly individual program Period of Participation (POP) (exit) report made available in ASISTS by the 15 th day of every month to be continued. Notices to users issued through series of email alerts
3	Automating Periods of Participation	<p>ASISTS must automate the process of creating Periods of Participation (POPs) by assigning them when the conditions set forth by NRS guidelines are met. These include the following:</p> <ul style="list-style-type: none"> • The student enrolls in a program • The student accrues 12 contact hours or more • The student has a valid pre-test <p>A second POP will be created when the following conditions are met.</p> <ul style="list-style-type: none"> • The student returns after an exit (3 consecutive months of no attendance) • The student accrues 12 contact hours or more of instruction after returning • The student has a valid pre-test (pre-test may be carried over from previous POP) 		Should be available at all times for users.

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		<p>ASISTS must change the design to accommodate POPs by creating a screen that shows the number of POPs for each individual student and the following information associated with each POP:</p> <ul style="list-style-type: none"> • Age • Barriers to employment • Test scores (both pre and post-test score) • Contact hours in each POP <p>When each POP is created, the data from the previous POP will be stored separately for use in reports and for display on data review screens.</p> <ul style="list-style-type: none"> • When a student starts a new POP, ASISTS will automatically turn the post-test from the previous POP into a pretest for the new one or, in the absence of a post-test, carry the exiting pre-test over into the new POP. • All reports must support disaggregation of data by instructional offering, instructional type, instructional format, instructional program, teacher/tutor, site, student age, and student employment <p>All reports must be downloadable in both Excel and PDF formats.</p> <p>ASISTS must build multiple screen interfaces that will allow users to record outcomes for the same student in each of the POPs per fiscal year.</p>		
4	WIOA/NRS monthly POP reports	<p>Under federal regulations associated with WIOA legislation, programs will report performance based on student's Periods of Participation (POP). These POPs are determined by the number of times students begin and exit literacy programming within the fiscal year. A student may accrue up to three (3) POPs and therefore be counted as participated three (3) times with three different sets of outcomes.</p> <ol style="list-style-type: none"> A POP is defined as a period between a student's enrollment and exit, provided s/he has received a minimum of 12 hours of service and valid pre-test. If a student leaves the program and returns after a minimum of three (3) consecutive months of no attendance, s/he will have begun a new POP. ASISTS will make available to every program, on the 15th of every month, reports that indicate which students are in jeopardy of being exited for lack of attendance for three (3) consecutive months. All reports must support disaggregation of data by instructional offering, instructional type, instructional format, instructional program, teacher/tutor, site, student age, and student employment. All reports must be downloadable in both Excel and PDF formats. <p>ASISTS will track performance on multiple POPs for the same student. This requirement necessitates ASISTS providing markers within the existing student accounts that will flag students who have entered a second or third POP within the fiscal year. Federal legislative direction may call for change in the assessment options for students participating in each POP, as this too will impact the ASISTS workload. Current policy is outlined at: NRS Leap Handouts 508</p>		Monthly individual program POP (exit) report made available in ASISTS by the 15 th day of every month

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5	Maintain Demographic Data on Barriers to Employment	<p>ASISTS data entry screens must be maintained and updated to collect barriers to employment on students. Vendor will maintain a report in ASISTS at program level to track the number of students in each category of barrier. This report will be disaggregated by funding source.</p> <p>Employment barriers (list of barriers may change and are set by OCTAE):</p> <ol style="list-style-type: none"> a. Displaced Homemakers b. English Language Learners, Low Levels of Literacy, Cultural Barriers c. Exhausting TANF within two years d. Ex-offenders e. Homeless Individuals / runaway youth f. Long-term Unemployed g. Low-Income Individuals h. Migrant and Seasonal Farmworkers i. Individuals with Disabilities (incl. youth) j. Single Parents (Incl. single pregnant women) k. Youth in foster care or who aged out of system 	For NYSED review by April 1 st , 2023	Field access to report in ASISTS at program level availability by June 1 st , 2023
6	Social Security Number (SSN) Field and Report	<p>The student information screen must be updated to ensure the collection of Social Security Numbers (SSN) when available and accessible in real-time.</p> <ul style="list-style-type: none"> • The user will be prompted to make sure that the student was queried about their SSN. • The SSN field must be masked for anyone without the proper security credentials. • Vendor must build report that lists students and accompanying SSNs with secure access to only one staff member per AEPP funded program. • Vendor must build a report that will identify the students where no SSN has been recorded. This report shall support disaggregation of data by site, class, and teacher. • Report available to an individual program's data identifying possible errors in SSNs • All reports must support disaggregation of data by instructional offering, instructional type, instructional format, instructional program, teacher/tutor, site, student age, and student employment • All reports to be available in both Excel and PDF format. 	For NYSED review by September 31 st , 2023	SSN Field and Reports operational in ASISTS and real-time availability by December 31 st , 2023
7	Matching Data with NYSDOL Unemployment Insurance Database	<p>Maintain and improve the electronic matching of adult literacy students with Social Security Numbers with the New York State Department of Labor's (NYDOL) Unemployment Insurance database. These data will be used to match participant employment goals with corresponding achievement data for federal reporting. NYSED and NYDOL have entered into a Memorandum of Understanding (MOU) outlining expectations and timelines for the data match to be achieved. The new vendor must maintain and modify the data matching process to meet the MOU and any alterations or additions to the MOU agreed on by NYSED and NYDOL. An encrypted file of student information and Social Security Numbers must be constructed monthly and sent securely to NYDOL. Once matched with the UI database, the data will be returned to ASISTS and must be matched/connected to the student's existing account. The vendor will be responsible for calculating outcome data performance measures per NRS and populating tables prescribed by OCTAE for NRS employment and wage data. Additional modifications, if required, will be the responsibility of the new vendor.</p>	Once MOU with NYSDOL	

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		<p>WIOA regulations require matching adult education student data with the Unemployment Insurance (UI) database maintained by the NYS Department of Labor to collect employment and wage information on students in the second and fourth quarter after students exit the program.</p> <p>All ASISTS vendor staff will be responsible for completing annual online confidentiality training required and provided by the NYS Department of Labor for use of the UI database.</p> <p>ASISTS must facilitate the collection of follow-up employment outcome information by incorporating the utilities listed below:</p> <p>Facilitate the match of student records with the Department of Labor’s Unemployment Insurance (UI) database for employment and wage information. This process must be automated. ASISTS will create files of students with social security numbers who have exited the program (in the appropriate NRS-specified time frame) to match with the UI database. The resulting matches will be re-matched with student level data in ASISTS.</p> <ol style="list-style-type: none"> This step will necessitate a safe, secure, compliant encryption process each time the data is uploaded out of ASISTS (monthly) and before it is matched with the UI database; slated to be done monthly. In addition to this automated data match, ASISTS must build reports that will identify the students with no SSNs on record. These students will be followed up on manually by the local program and the responses received will be recorded in ASISTS through user-friendly screen interfaces. <p>For more information about NYSDOL Unemployment Insurance data sharing: NYSDOL Unemployment Insurance</p> <p>For more information regarding OCTAE and data matching, please refer to: WIOA Data Matching</p> <p>NRS Data Quality</p>	is final, ASISTS will conduct a test of this process within 30 days of MOU execution.	Data matching will be conducted quarterly per NYSDOL MOU
8	Data Integration Upload	<p>Vendor must correlate a comprehensive data upload with the NYSDOL based on the Joint Participant Individual Record Layout (PIRL) annually.</p> <p>Required steps can be found at: DOL Participant Individual Record Layout</p>	Annually	Annually
9	Revision of NRS Tables	<p>ASISTS must be updated with the following changes:</p> <ol style="list-style-type: none"> Revision of all NRS tables for both formatting and calculations per notification from OCTAE. Revision of all NRS data checks to update the calculations. These data checks show the students and POPs included in the calculation of the NRS tables. The changes must reflect any changes in calculations of NRS tables. 	All NRS tables must be prepared for NYSED review within 30 days of notification.	All NRS tables must be available for users in ASISTS within 10 business days after NYSED review.

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			DUE TO NYSED FOR REVIEW	DUE DATES
		<p>3. Revision of the Program Evaluation Report. This report, which displays all WIOA measures on one page in an easy-to-read format, will be updated to reflect any changes made by OCTAE on an annual basis.</p> <p>WIOA regulations will necessitate significant changes in the aggregate data analyses performed by ASISTS for the final WIOA report. Much of this significant change cannot be predicted as direction comes exclusively from OCTAE. All reports must support disaggregation of data by instructional offering, instructional type, instructional format, instructional program, teacher/tutor, site, student age, and student employment. All reports to be available in both Excel and PDF format.</p>		
10	Integrated English Literacy and Civics Education programming (IELCE)	<p>ASISTS screens and tracks Integrated Education and Training (IET) programs and Integrated English Literacy and Civics Education (IEL/CE) programs. These are two categories mandated under WIOA. AEPP will advise ASISTS with a list of approved/acceptable credentials for each funded program in these two areas of reporting.</p> <p>ASISTS users must have the ability to designate instructional offerings as IET and IEL/CE. This will allow users to run reports specifically on IET and IEL/CE programming as required in the new NRS guidelines. Contextualized ESL literacy classes must be linked to the training classes within ASISTS.</p> <p>Screens and reports must track student performance evidenced in these two programs and must designate the customized credential list approved per funded program.</p> <p>AEPP will provide, two times annually an updated list of approved credentials.</p>	Screens, class interface and customized credential list must be available for NYSED review by April 1 st , 2023	Screens, class interface and customized credential list must be ready for users by June 1 st , 2023
11	Final WIOA/NRS report	<p>Under WIOA, NYSED will continue to submit a final annual report to OCTAE following NRS guidelines. The required tables are found at: NRS Reporting Tables The current ASISTS will need to be modified to meet changes in NRS include the following:</p> <p>2. Student achievements are reported as:</p> <ul style="list-style-type: none"> a. Measurable Skills Gain (MSG). The following achievements will count under MSG. <ul style="list-style-type: none"> i. Educational gain, defined as the students moving to a higher NRS level based on their performance on standardized assessments. ii. Achievement of a secondary school diploma or AEPP approved credential b. Employment in the second quarter after auto exit from the program c. Median earnings in the second quarter after auto exit from the program d. Employment in the fourth quarter after exit from the program e. Attain a secondary school diploma or certificate up to a year and getting a job or entering a post-secondary institution up to a year after exit f. Attain a credential in a post-secondary or training setting up to a year after exit <p>ASISTS must track all outcomes on all students.</p>	September 15 th , 2023 and annually thereafter to meet OCTAE reporting deadlines (Note that OCTAE may move up the reporting deadline)	

	DELIVERABLE	DESCRIPTION OF SERVICE AND MAINTENANCE ITEMS	TIMELINE	
			DUE TO NYSED FOR REVIEW	DUE DATES
12	Aggregate Reports and Other Data Analyses	<ol style="list-style-type: none"> 1. Adult Education report cards that NYSED uses to evaluate program performance and target technical support. Criteria for these report cards may change annually per NYSED policy. Currently, up to 200 programs receive report cards. Examples of NRS state report cards may be viewed at Accountability Reporting 2. State and regional NRS data fact sheets. Currently there are 8 data fact sheets (one State, and 7 regional). An example of the state and regional NRS data fact sheets are provided in the Additional Information That Applicants Should Review. 3. Regional Fact Sheets must be disaggregated by funding source. They may not be published by ASISTS. They are submitted to the Accountability director for review before submission to AEPP. AEPP office will publish the fact sheets after review and approval. 4. All reports must support disaggregation of data by instructional offering, instructional type, instructional format, instructional program, teacher/tutor, site, student age, and student employment. 5. All reports to be available in both Excel and PDF format. 	Ongoing throughout the contract period	
13	ASISTS Interface Screens & Functionality	Maintain and improve the current list of screens and functionality in ASISTS. Updates to software must be completed on the weekends and local programs are notified of these planned events at least two weeks in advance. At the conclusion of the successful update to the software, release notes will be issued notifying users of the changes made. Existing data element configuration can be found in Addendum 1 .	Ongoing throughout the contract period	
14	Individual Student Record Form (ISRF)	<p>The ISRF will be updated annually and will be translated into 13 different languages based upon populations being served annually under WIOA in New York State NYSED. Currently, the ISRF is translated into the following 13 languages:</p> <ol style="list-style-type: none"> 1. Arabic 2. Bengali 3. Chinese 4. English 5. French 6. Haitian Creole 7. Japanese (New FY22) 8. Korean 9. Portuguese 10. Russian 11. Spanish 12. Turkish (New FY22) 13. Ukrainian (New FY22) <p>Annually, AEPP will approve new language translations based on demographic data in ASISTS.</p>	Due to NYSED by June 1 st of each fiscal year beginning with June 1 st , 2023	Release to the field on July 1 st each fiscal year beginning with July 1 st , 2023
15	ASISTS System Architecture	Upgrade, maintain, and ensure security patches are applied to the ASISTS system architecture, including both hardware and software. Current system architecture description can be found in Addendum 2 .	Ongoing throughout the contract period	

	DELIVERABLE	DESCRIPTION OF SERVICE AND MAINTENANCE ITEMS	TIMELINE	
			DUE TO NYSED FOR REVIEW	DUE DATES
16	Data from NYSED HSE Database	ASISTS must be modified to accept student data from the NYSED HSE database being developed to determine whether students received their secondary school equivalency diploma. This process must be built as an automated process. The vendor will receive HSE records on a quarterly basis from NYSED which will be matched to ASISTS student records using such data fields recommended by NYSED.	Vendor will be notified when NYSED is ready to facilitate this process	Exchange of data will follow a quarterly schedule 4 times annually.
17	ASISTS Migration and Development Environment	<p>The vendor must maintain minimum requirements for the ASISTS system when the ASISTS application and database is upgraded. An upgraded hosting environment at any time during the migration process must be preserved.</p> <p>The vendor must provide to NYSED the data tables as a secure download.</p> <p>The vendor must maintain a snapshot of the existent environment's configuration prior to applying upgrades / patches. These requirements and stipulations can be found in Addendum 3.</p>	Data tables must be provided to NYSED by February 28th and by July 31st every year of the contract	
18	Employment Preparation Education (EPE) State Aid Claims	<p>ASISTS must support the tracking of EPE data and the generation of EPE state aid claim forms. The vendor must adjust the ASISTS software to accommodate new requirements in EPE. ASISTS must support the current features including:</p> <ol style="list-style-type: none"> 1. Data entry screens that allow programs to track data on students and instructional offerings that follow NYSED mandated EPE guidelines, which may change annually. 2. SA 160.1 and 160.2 claim forms. Currently the EPE deadline for the SA 160.1 is the first week of February with all local EPE data from the first period (July 1st through December 31st) frozen in ASISTS one day after deadline date when set. The SA 160.2 deadline is the first week of September, with all local EPE accounts frozen in ASISTS on one day after deadline date when set. All deadline dates will be published by the AEPP office 3. Data checks that allow programs to troubleshoot EPE claims. 4. A monthly data check report reflecting monthly accrual of reimbursable contact hours must be built. 5. Case management qualifying contact hours must be broken out on the SA160.1 and SA160.2 6. All data check reports must support disaggregation of data by instructional offering, instructional type, instructional format, instructional program, teacher/tutor, site, student age, and student employment. 7. All reports to be available in both Excel and PDF format. 		Real-time reports should be available and functioning throughout the fiscal year.

	DELIVERABLE	DESCRIPTION OF SERVICE AND MAINTENANCE ITEMS	TIMELINE	
			DUE TO NYSED FOR REVIEW	DUE DATES
		<p>Fast Track EPE programs: this cohort of students must be tracked separately in ASISTS:</p> <ol style="list-style-type: none"> 1. Fast Track coding must be accessible and functioning to isolate EPE reimbursable contact hours 2. SA160.1 and 160.2 claim forms must reflect the eligible Fast Track contact hours 3. Data check reports must be built to further support the Fast Track contact hour calculations 4. Contact hours for all program areas under Fast Track must be disaggregated on the SA160 5. An additional EPE data check report must be built to display the decreasing balance of Fast Track contact hours based on annual allocation as directed from the AEPP office. 6. Data entry screens will include Fast Track Math GRASP Packets and each packet will be listed in a drop down requiring the user to make a selection before contact hours can be recorded 7. All reports must support disaggregation of data by instructional offering, instructional type, instructional format, instructional program, teacher/tutor, site, student age, and student employment. 8. All reports to be available in both Excel and PDF format. 		
19	Direct Data Access	<p>Direct data access to ASISTS data tables, or an ability to export data directly from ASISTS, must be provided to NYSED staff. All such activity must be logged within the system and such logs shall be provided to NYSED upon request. Requests for data from NYSED will be given priority response and data will be provided within a maximum of 2 business days of request.</p> <p>Data request may be disaggregated by program type, region, funding source, or another contract related feature.</p>	Completed by April 30, 2023	
20	Technical Support	<p>During the term of the contract, the vendor must continue to provide technical support to staff from NYSED-funded adult education programs currently using ASISTS (up to 200). The annual scope of these services must include:</p> <ol style="list-style-type: none"> 1. User account creation and maintenance <ol style="list-style-type: none"> a. User accounts must be provisioned, maintained, and deprovisioned upon request. <ol style="list-style-type: none"> i. Multi-factor authentication (MFA) shall be implemented for all user accounts in ASISTS. 	Throughout the contract period and within 6-months where required.	Throughout the contract period and annually where required.

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		<ul style="list-style-type: none"> ii. Procedures for identifying and deactivating/removing user accounts with long periods of inactivity will be provided for NYSED review within 6-months of contract start date. b. All account activity must be logged within the system and such logs shall be provided to NYSED upon request. <ul style="list-style-type: none"> i. It is essential that the log includes a date/time stamp and user identification. 2. Email support to approximately 1,000 users from currently funded programs <ul style="list-style-type: none"> a. Approximately 12,000 emails per year b. Emails must receive response within 24 hours, excluding weekends. 3. Telephone support to approximately 1,000 users <ul style="list-style-type: none"> a. Approximately 1,000 phone calls b. Response to calls within 24 hours (business days Monday through Friday) 4. Broadcasts & Alerts to approximately 1000 users <ul style="list-style-type: none"> a. Approximately 21 broadcasts/alerts sent by email to 1,000 users. These will include: <ul style="list-style-type: none"> i. Broadcasts for each software release notifying users of the pending release, notifying users when the release has been completed, and describing the changes that have been made with a clear link to the Release Notes. ii. An Alert when users need to be notified of a policy change or pending deadline. All alerts must be approved by AEPP before release. 5. Software documentation <ul style="list-style-type: none"> a. Documentation to help users use the system effectively, report accurately, and be informed of the latest changes in the system. b. The vendor will maintain and add to the Resource Bank as upgrades are made to ASISTS. 6. Cyber Security, Training, and Incident Response <ul style="list-style-type: none"> a. The vendor will respond and report all cyber security incidents to NYSED within 7 calendar days of discovery to NYSED and each agency that provides data to the system in accordance with Education Law § 2-d and Part 121 of the regulations of the Commissioner of Education. The report to NYSED shall be made on the form located at Report a Data Privacy/Security Incident b. The vendor will provide NYSED with the results of a cybersecurity risk assessment completed by an independent 3rd party that identifies the 		

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		<p>various information assets that could be affected by a cyber-attack (such as hardware, systems, and data), and then identifies the various risks that could affect those assets within 6 months of the contract being awarded and annually thereafter.</p> <ul style="list-style-type: none"> c. The vendor shall engage an independent third party to perform a penetration test on an annual basis with the first test to occur no more than 3 months after the contract being awarded. The vendor shall provide NYSED with the results of the test no more than three months after the test has been completed. d. The vendor shall require each employee that has access to Personally Identifiable Information (PII) to complete Privacy Training on an annual basis. The first training shall occur no more than 30 days after the contract has been awarded. Vendor shall provide documentation to NYSED that the training has been completed no more than 30 days after completion and annually no later than 30 days after the anniversary of the Contract award date. e. If a subcontractor has access to PII, the vendor shall require the subcontractor to provide Privacy Training to each employee that has access to the PII. Each subcontractor that is required to provide Privacy Training shall annually provide a certification of the completion of such training to the vendor. f. If the vendor subcontracts with a third-party who will provide server space for the ASISTS application and database, the vendor shall, on an annual basis commencing no more than 30 calendar days after the subcontractor has been engaged and the ASISTS system is running, require the subcontractor to: <ul style="list-style-type: none"> i. Engage an independent third party to perform vulnerability testing of the server, application, and database. The subcontractor shall provide the test results to the vendor no later than 30 calendar days after the completion of such testing. The vendor shall, in turn, provide such report to NYSED no later than 15 calendar days after receipt from the subcontractor. ii. Engage an independent third party to perform a risk analysis assessment of the server, application, and database. The subcontractor shall provide the test results to the vendor no later than 30 calendar days after the completion of such testing. The vendor shall, in turn, provide such report to NYSED no later than 15 calendar days after receipt from the subcontractor. 		

	DELIVERABLE	DESCRIPTION OF SERVICE AND MAINTENANCE ITEMS	TIMELINE	
			DUE TO NYSED FOR REVIEW	DUE DATES
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21	Training	<p>The vendor must develop an ASISTS training plan for up to 200 adult education programs funded by NYSED that is both responsive to program needs and flexible enough to adjust to changing expectations and requirements. Key components of this training plan will include:</p> <ol style="list-style-type: none"> 1. In person trainings: <ol style="list-style-type: none"> a. <u>Data Basics</u>. The vendor must annually provide at least one Data Basics in-person workshop in each of six Regional Adult Education Network (RAEN) regions(outside of New York City). In the New York City region, the vendor must annually offer two of these workshops. This training will cover the logic behind ASISTS and a primer on how to manage ASISTS data. The training is 6 hours in length. All travel expenses associated with these trainings should be reflected in the cost proposal. 2. <u>ASISTS Reports</u>. The vendor must annually deliver one ASISTS Reports in person workshop in each of six RAEN regions outside of New York City. In the New York City region, the vendor must annually offer two of these workshops. Participants will learn how to use ASISTS reports to monitor program performance and manage their data. The training is 6 hours in length. All travel expenses associated with these trainings should be reflected in the cost proposal. Interactive webinars that focus on specific topics, including: <ol style="list-style-type: none"> a. Data collection, and reporting. This webinar will be developed and delivered in coordination with NYSED and the NYSED contracted NRS specialist. b. Teacher trainings. Participants will learn how to use the ASISTS Teacher Support System c. Case Manager training. Participants will learn how to use ASISTS and the Case Manager Portal through a formalized and documented training pathway. This training needs to be approved by AEPP. d. The ASISTS class carryover utility e. The Post-test to Pre-test utility, with the introduction of POP expectations f. Creating and troubleshooting the EPE claim forms g. Creating and troubleshooting the NRS reports, including the Program Evaluation Report and related data check reports h. Managing an IEL/CE program in ASISTS i. Recording credentials in ASISTS for IET and IEL/CE programming <p>Examples of current webinars can be found at: Example Webinars</p>	Annually, beginning February, 2023	Annually, beginning February, 2023

	DELIVERABLE	DESCRIPTION OF SERVICE AND MAINTENANCE ITEMS	TIMELINE	
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		All the training outlined in #2 above must be updated and met with AEPP approval before release. While several of these recorded trainings do exist currently, the software updates and interface alterations have not been included.		
22	Advisory Committee Meetings	<p>The ASISTS Advisory Committee must meet twice annually (Spring and Fall) at a location and time identified by NYSED. The vendor is expected to update and improve the ASISTS software in response to NYSED requests and WIOA legislation. To facilitate regular feedback on implementation, the vendor will convene two ASISTS Advisory Committee meetings annually. The vendor will implement the recommendations of the ASISTS Advisory Committee that are approved by NYSED.</p> <p>The construction of the Advisory Committee will be coordinated with the AEPP office. All appointees must meet with AEPP approval.</p>	Two times annually June and December, beginning with June 2023	
23	The New York Reporting System (NYRS)	<p>NYSED requires that State funded programs will continue to use ASISTS for data management and reporting but follow rules for accountability and reporting that may differ from NRS guidelines. ASISTS must include these NYS calculations for reporting performance and student outcomes results. NYSED may include additional cohorts of students for this method of accountability and may choose variations to these guidelines annually. Performance outcome charts and overview of NYRS policy can be found in Addendum 4.</p> <p>The following is a list of necessary changes:</p> <ol style="list-style-type: none"> 1. Maintaining the data check report that indicates which students are being counted in each funding source (most programs receive WIOA as well as state funds) 2. Maintaining the Program Evaluation Report that follows NYRS guidelines. This includes the following measures: <ol style="list-style-type: none"> a. Educational Gain/Measurable Skills Gain (MSG) similar to WIOA b. Employment 2nd quarter after exit c. HSE attainment included in MSG d. Automatic exiting 3. Maintain data check reports that help programs troubleshoot the NYRS reporting 4. All reports must support disaggregation of data by instructional offering, instructional type, instructional format, instructional program, teacher/tutor, site, student age, and student employment. 5. All reports to be available in both Excel and PDF formats. <p>Create a separate report card for services and programs reporting under NYRS. This number can change annually based upon additional state funding and other factors. Currently there are under 100 programs included in this cohort.</p>	Completed for NYSED review by March 31, 2023	Prepared for launch to be filed by April 30, 2023

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24	Supporting Professional Development Efforts by the Regional Adult Education Networks (RAEN)	<p>ASISTS is the tool used by NYSED to hold RAEN directors accountable for providing state-mandated trainings, and to hold programs accountable for sending appropriate staff to these trainings.</p> <p>ASISTS currently supports data entry screens and basic reports for use by RAEN Directors and NYSED staff. The vendor will continue to add/modify reports and add additional functionality in response to NYSED requests and RAEN feedback.</p> <ul style="list-style-type: none"> • The ability to disaggregate the reports by topic, staff member, assessment type, fiscal year, or program will be constructed. • These reports must be updated annually to coordinate with RAEN deliverables. • Within the first 6 months of the contract these reports must be accurate and reflective of the data in ASISTS and meet AEPP acceptance criteria. <p>These reports need to be in real-time and functioning throughout the fiscal year. AEPP will review reports for accuracy quarterly. All reports must support disaggregation of data by instructional offering, instructional type, instructional format, instructional program, teacher/tutor, site, student age, and student employment. These reports must be available for export in both Excel and PDF formats.</p>		Ongoing throughout the contract period
25	Teacher Support System (TSS)	<p>The Teacher Support System (TSS) is a teacher data portal to support data driven instruction (TSS Website). The vendor must support the following key features and make improvements as recommended by NYSED:</p> <ol style="list-style-type: none"> 1. Dashboards that display data on a specific teacher’s students in easy-to-read charts and tables. 2. Access to reports that display, daily, who the teacher’s students are, the progress those students are making, and the achievements they have accomplished. 3. All reports must support disaggregation of data by instructional offering, instructional type, instructional format, instructional program, teacher/tutor, site, student age, and student employment. 4. All reports to be available in both Excel and PDF formats. <p>For HSE teachers, detailed diagnostic information on those students who took the New York State HSE test and failed. This data will help teachers tailor the instruction to their students’ specific needs.</p> <p>The ability to enter student hours data in TSS is not allowed.</p> <p>The ASISTS vendor must continue to enhance and improve TSS quarterly to implement NYSED requirements and approved enhancements. Screenshots are provided in the Additional Information That Applicants Should Review</p>		Ongoing throughout the contract period

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26	Program Manager Dashboard	<p>The Program Manager Dashboard must be built by the vendor and have the following features:</p> <ol style="list-style-type: none"> 1. Easily read charts and tables that can be disaggregated by teacher, instructional type, and other fields 2. Access to quick reports that show data on program performance 3. Comparisons of program data to other data from previous years 4. Comparisons of program data to statewide data 5. All reports must support disaggregation of data by instructional offering, instructional type, instructional format, instructional program, teacher/tutor, site, student age, and student employment. 6. All reports to be available in both Excel and PDF formats. 	Prepared for NYSED review on July 31, 2023	Release to field September 1, 2023
27	Case Manager Portal (CMP)	<p>The vendor must create a dedicated Case Manager Portal (CMP) in ASISTS to support the work of case managers. The CMP will enhance the case management functionality in ASISTS to support referrals to and from WIOA partners as well as track the success of these referral efforts. Case managers must be able to use the CMP to manage their work with program participants, manage referrals, and conduct follow-ups while using data to guide their everyday work. The CMP must have the following features:</p> <ol style="list-style-type: none"> 1. The ability to make, accept and follow-up on referrals from outside partners 2. Discourage entering Personal Identifiable Information (PII) by restricting access to and/or frequency of free form text boxes. PII should not be collected in ASISTS; especially in evaluation/observation statements. 3. Tools to manage the work with participants, including reminders for follow-ups, task lists, etc. 4. Follow-up referral screens that will allow case managers to take notes and enter outcomes when talking to participants 5. Dashboards showing participant demographics, activity (including time spent and description), and outcome status 6. Eligible attendance must be connected to appropriate attendance records in case management class 7. A wide range of reports, from case management activity reports to NRS tables and these reports must support disaggregation of data by instructional offering, instructional type, instructional format, instructional program, teacher/tutor, site, student age, and student employment and be made available in both Excel and PDF formats. 8. Work with AEPP to address the possibility of sharing data with mandated state partners. <p>Development, testing and AEPP approval of features related to CMP need to be completed within 6-months of AEPP's determination of mandated use.</p>	For review no later than 4 months from the determination of mandated use.	For release no later than 6 months from the determination of mandated use.

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28	Online ASISTS User Manual	<p>An online comprehensive user manual must be created by the vendor to provide user friendly direction for new and experienced users for all functionality of ASISTS. The manual must be updateable by section. Periodic updates to this user manual from initial 'go-live' should be posted in the form of Release Notes for End-users.</p> <ul style="list-style-type: none"> • Within the first 6 months the initial comprehensive user manual must be submitted for review and approval by AEPP 	Prepared for NYSED review and comment within 4 months of contract execution	Release to users within 6 months of contract execution
29	Maintain Reporting Database	<p>The vendor must maintain and modify an offline student level database, updated every time changes are made, that is used to answer ad hoc queries from NYSED, and other entities approved by NYSED such as researchers, policy makers, and the NRS specialist. These queries use both live and year end processed data from previous and current years and routinely take three to five business days to complete. Any requests of this type for data, ad hoc reports, or any other data inference must have prior AEPP approval being considered.</p>	Ongoing, beginning April 30, 2023	
30	Data Download	<p>On a semi-annual basis, or more frequently as NYSED may request, the contractor will transfer to NYSED a copy of data collected in the course of performing the contractor's duties in a manner and format that NYSED specifies. ASISTS will provide Accountability Office requests for data downloads through AEPP.</p>	Ongoing beginning June 1, 2023	
31	Quarterly Reporting	<p>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.</p>	Quarterly	SED Monitoring Portal will be available for reporting 15 day after the close of the quarter. Vendor will have 30 calendar days to report.

Desired System Requirements for Server Support

NYSED does not own the servers for ASISTS. Current hardware and software ASISTS system requirements for concurrent users, software management, response time, and requirements for security and backup policies are described in both Addendum 2 and Addendum 3. The Bidder should design and submit a hosting solution that maintains the existing system and accounts for any changes or enhancements outlined in the deliverables for this RFP.

In terms of system speed, the goal would be that the system must be responsive, robust, reasonably accessible regardless of user hardware or connection type, and capable of handling multiple concurrent users without a significant decrease in performance. Ideally:

- The home page should come up in less than a second on a broadband connection. This could vary among browsers, but it should not take longer than 3 seconds.
- Front-end and interfaces in ASISTS should be compatible with modern browsers.
- The opening screen on ASISTS should not take longer than 5 seconds to load. This page displays the data dashboard.
- No data entry screen should take longer than 5 seconds to display on screen.
- Any interaction (e.g., saving, updating) with the data entry screens should not take longer than 3 seconds, optimally it should be 2 seconds or less.
- Reports should come up within a maximum of 5 and 10 seconds. This should be true for all reports, regardless of the size of the program.
- All reports must support disaggregation of data by instructional offering, instructional type, instructional format, instructional program, teacher/tutor, site, student age, and student employment.
- All reports to be available in both Excel and PDF formats.

Additional Information That Applicants Should Review

For information about ASISTS, please review the ASISTS website at [ASISTS Website](#).

For information about the Teacher Support System (TSS), please review the website at [TSS Website](#)



Sample screenshots of the current TSS:

Information regarding the National Reporting System: [NRS Website](#)

Tables for NRS reporting: [NRS Reporting Tables](#)

The Employment Preparation Education (EPE) State Aid Manual and the EPE State Aid application: [EPE Resources](#).

Information about seven Regional Adult Education Network (RAEN) centers:

- [Capital North RAEN](#)
- [Central Southern RAEN](#)
- [Finger Lakes RAEN](#)
- [Hudson Valley RAEN](#)
- [Long Island RAEN](#)

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- [New York City RAEN](#)
- [West RAEN](#)

Information about the data training made available through ASISTS:

- [Training Webinars](#)

Information about NYSDOL Unemployment Insurance data sharing:

- [NYSDOL Unemployment Insurance](#)

Information regarding data collection, data quality and data matching, please refer to:

- [Data Matching Guidance](#)
- [NRS Data Quality](#)



State Data Report
Sample



RAEN Region Fact
Sheet Sample

Example NRS State and RAEN data fact sheets :

Payments and Reports

NYSED will reimburse the Contractor on a quarterly basis for the services provided under this RFP, as approved in the contract work plan and budget.

The Contractor will submit an invoice on a quarterly basis. Payment to the vendor will be made once the invoices are reviewed and project initiatives and outcomes are determined by NYSED to be acceptable. Payments will be made for only those services that have actually been provided and approved by NYSED.

Beginning in year two (January 1, 2024 – December 31, 2024) of this contract, the Contractor will be required to submit to NYSED, for approval, an annual work plan. The annual work plan must be submitted 60 days prior to the beginning of each new contract year.

The contractor will be required to submit four (4) quarterly progress reports per year to NYSED. Please note that deadlines for federal NRS reporting are subject to change based upon guidance issued by OCTAE.

Failure to submit the required reports may result in the suspension of future payments. Reports will become part of the payment history file.

Requirements of Education Law Section 2-d

The Contractor agrees to comply with 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

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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 **one** contract pursuant to this RFP. The contract resulting from this RFP will be for a term anticipated to begin **November 1, 2022** and to end **December 31, 2027**. ASISTS must be available for implementation by January 1, 2023. However, the vendor must begin necessary preparatory work by November 1, 2022.

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:

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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 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.

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.

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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](#).

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

Project Submission

The proposal submitted in response to this RFP must include the following documents submitted 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 signature
2. Technical Proposal bearing signature
3. Cost Proposal bearing signature
4. M/WBE Documents bearing signature

The proposal must be received by **June 30, 2022, by 3:00 PM** 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 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 emailed and labeled **[name of bidder] Technical Proposal RFP #23-003** and include the following:

I. Staffing, Experience, Expertise (25 points)

Each proposal must include:

1. A project staffing plan, including a resume for the Project Director and job descriptions for all other staff. Please illustrate how key staff have the appropriate qualifications and experience to provide the deliverables and staffing requirements outlined in the RFP. Qualifications should include project management expertise. A training script and resume of the trainer demonstrates expertise to deliver the required training. (10 points)
2. 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 should describe the organization's expertise and experience in providing the thirty-one (31) deliverables, or equivalent. (15 Points)

II. Hosting Solution (10 points)

The bidder should provide a plan for the hosting solution, including cloud storage, server specifications, and hardware architecture. The system must meet or exceed the current hosting solution described in Addendum 2.

III. System Access Control and Security (10 points)

The bidder should provide a plan for access control and security of the data system.

IV. Preliminary Fifteen Month Work Plan (25 points)

Using the format provided below, the bidder should describe a preliminary fifteen-month work plan (January 1, 2023 – March 31, 2024) to perform the thirty-one (31) deliverables in this RFP that are specified above and more fully described in the Deliverables section.

ASISTS RFP #23-003
15-month Work Plan (January 1, 2023 – March 31, 2024)

Deliverables		Specific activities to meet deliverable	Proposed Timeline-Schedule of Implementation	Procedures to Evaluate the Achievement of Activities
1	New Releases of ASISTS			
2	Automatic Exiting			
3	Automating Periods of Participation			
4	WIOA/NRS monthly POP reports			
5	Maintain Demographic Data on Barriers to Employment			
6	Social Security Number (SSN) Field and Report			
7	Matching Data with NYSDOL Unemployment Insurance Database			
8	Data Integration Upload			
9	Revision of NRS Tables			
10	Integrated English Literacy and Civics Education programming (IELCE)			

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Deliverables		Specific activities to meet deliverable	Proposed Timeline-Schedule of Implementation	Procedures to Evaluate the Achievement of Activities
11	Final WIOA/NRS report			
12	Aggregate Reports and Other Data Analyses			
13	ASISTS Interface Screens & Functionality			
14	Individual Student Record Form (ISRF)			
15	ASISTS System Architecture			
16	Data from NYSED HSE Database			
17	ASISTS Migration and Development Environment			
18	Employment Preparation Education (EPE) State Aid Claims			
19	Direct Data Access			
20	Technical Support			
21	Training			
22	Advisory Committee Meetings			
23	The New York Reporting System (NYRS)			

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Deliverables		Specific activities to meet deliverable	Proposed Timeline-Schedule of Implementation	Procedures to Evaluate the Achievement of Activities
24	Supporting Professional Development Efforts by the Regional Adult Education Networks (RAEN)			
25	Teacher Support System (TSS)			
26	Program Manager Dashboard			
27	Case Manager Portal (CMP)			
28	Online ASISTS User Manual			
29	Maintain Reporting Database			
30	Data Download			
31	Quarterly Reporting			

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Cost Proposal

(30 points)

The completed Cost Proposal should be emailed and labeled **[name of bidder] Cost Proposal RFP #23-003** and include the following:

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

Budgets must be submitted using whole dollar numbers.

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

M/WBE Documents

The completed M/WBE Documents should be emailed and labeled **[name of bidder] M/WBE Documents RFP #23-003**. Please return the documents listed for the compliance method bidder has achieved:

Full Participation-No Request for Waiver

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

Partial Participation-Request for Partial Waiver

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

No Participation-Request for Complete Waiver

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

3.) Evaluation Criteria and Method of Award

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

Criteria for Evaluating Bids

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

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

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

Technical Criteria

(70 Points)

- I. **Staffing, Experience, Expertise (25 points)**
- II. **Hosting Solution (10 points)**
- III. **System Access Control and Security (10 points)**
- IV. **Preliminary Fifteen Month Work Plan (25 points)**

Financial Criteria

(30 Points)

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

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

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

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lowest budget submitted. The resulting percentage is then applied to the maximum point value of **30** points.

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

Method of Award

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

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

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

NYSED's Reservation of Rights

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

Post Selection Procedures

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

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Vendor Responsibility

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

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

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

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

Subcontractors:

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

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

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

Procurement Lobbying Law

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

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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 – **Robert Renda**
Contract Administration Unit – **Adam Kutryb**
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 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.

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

Public Officer's Law Section 73

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

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

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

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

(ii) officers and employees of statewide elected officials;

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

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

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

NYSED Substitute Form W-9

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

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

Workers' Compensation Coverage 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

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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

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contractor and submit to OSC to prove the contractor has appropriate disability benefits insurance coverage:

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

For additional information regarding workers' compensation and disability benefits requirements, please refer to the [New York State Workers' Compensation Board website](#). 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 Privacy Appendix) **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

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

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STATE OF NEW YORK AGREEMENT

This AGREEMENT is hereby made by and between the People of the State of New York, acting through 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

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exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.

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

III. Terminations

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

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

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

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

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

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

IV. Indemnification

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

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

V. Property

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

VI. Safeguards for Services and Confidentiality

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

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

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

Appendix A
STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

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

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at

restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

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

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

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

herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

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

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

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

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

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

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

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

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

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by

Article 11-A of the State Finance Law to the extent required by law.

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

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

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

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

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

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

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

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbcertification@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 October 2019, 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 State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

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.

(October 2019)

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. 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. The Contractor shall submit a copy of the inventory in a form identical to or essentially similar to, Exhibit A annexed hereto. The term "non-expendable assets" shall mean for the purposes of this agreement any and all assets which are not consumed during the term of this agreement and which have a cost of One Thousand Dollars (\$1,000) or more.

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

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

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

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

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

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

Safeguards for Services and Confidentiality

- A. Any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department. The material prepared under the terms of this agreement by the Contractor shall be prepared by the Contractor in a form so that it will be ready for copyright in the name of the New York State Education Department. Should the Contractor use the services of consultants or other organizations or individuals who are not regular employees of the Contractor, the Contractor and such organization or individual shall, prior to the performance of any work pursuant to this agreement, enter into a written agreement, duly executed, which shall set forth the services to be provided by such organization or individual and the consideration therefor. Such agreement shall provide that any copyrightable work produced pursuant to said agreement shall be the sole and exclusive property of the New York State Education Department and that such work shall be prepared in a form ready for copyright by the New York State Education Department. A copy of such agreement shall be provided to the State.
- B. 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 nonresponsibility regarding the Contractor in the previous four years.
- D. Contractor certifies that no governmental entity or other governmental agency has terminated or withheld a procurement contract with the Contractor due to the intentional provision of false or incomplete information.
- E. Contractor affirms that it understands and agrees to comply with the procedures of the STATE relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6)(b).
- F. Contractor certifies that it is in compliance with NYS Public Officers Law, including but not limited to, §73(4)(a).

Notices

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

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

Miscellaneous

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

The initial planned employment report must be submitted at the time of approval of this Agreement. The annual employment report on Form B 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 Q - Additional Contractual Provisions
4. Appendix A-1 - Agency Specific Clauses
5. Appendix X - Sample Modification Agreement Form (where applicable)
6. Appendix A-3 - Minority/Women-owned Business Enterprise Requirements (where applicable)
7. Appendix B - Budget
8. Appendix C - Payment and Reporting Schedule
9. Appendix R – Data Privacy Appendix (where applicable)
10. Appendix D - Program Work Plan

Revised 10/13/20

Appendix Q – Additional Contractual Provisions

1. Cloud Based Services Requirements

If cloud based services are a component of the solution or services to be provided by Contractor, Contractor must comply with the standards set forth by Cloud Security Alliance and/or FedRAMP (<https://www.fedramp.gov>) for cloud services, and other applicable federal and/or New York State laws, regulations, and requirements.

2. Offshore restrictions

Confidential Information accessed by or provided to Contractor during the course of performing services for the State must not be stored or accessed outside of the continental United States.

3. Ownership

The parties agree that all right, title, and interest to ASISTS, including but not limited to, its design and software code, and any documentation or training materials related thereto, is the property of NYSED. Contractor acknowledges and agrees that work performed on ASISTS during this Agreement or any prior Agreement, and any documentation or training materials related thereto, are the property of NYSED. Contractor's obligations with respect to copyright protections for NYSED are set forth in Appendix A-1.

4. Insurance

Contractor will be required obtain liability insurance of at least \$1,000,000 for each occurrence. The policy must cover bodily injury and property damage at a minimum. The policy must name NYSED as an additional insured. The policy must provide that NYSED receive a minimum of thirty days prior notice of cancellation. The policy will be furnished to NYSED after the preliminary contract award.

Contractor shall provide fire legal liability insurance with an endorsement of \$250,000 per occurrence.

Contractor is responsible to maintain Worker's Compensation Insurance and Disability Insurance as specified in the RFP.

Data Breach and Privacy/Cyber Liability: Contractors are required to maintain during the term of this Contract and as otherwise required herein, Data Breach and Privacy/Cyber Liability Insurance, including coverage for failure to protect confidential information and failure of the security of the Contractor's computer systems or the State's systems which results in unauthorized access to the State or their data. Said insurance shall be maintained in the following limits, as applicable:

Data Breach and Privacy/Cyber Liability	
Software	\$1,000,000
Hardware	\$1,000,000

Data Breach and Privacy/Cyber Liability		
Cloud *	Low Risk	\$2,000,000
	Moderate Risk	\$5,000,000
	High Risk	\$10,000,000
Implementation		\$1,000,000
<p>* See NYS-S14-002 Information Classification Standard or successor for additional information relating to risk categories. Contractor must maintain minimum insurance coverage for the level of risk for which Contractor provides Products and submit documentation in accordance with the terms of this Contract.</p>		

Said insurance shall provide coverage for damages arising from, but not limited to the following:

- Breach of duty to protect the security and confidentiality of nonpublic proprietary corporate information;
- Personally identifiable nonpublic information (e.g., medical, financial, or personal in nature in electronic or non-electronic form);
- Privacy notification costs;
- Regulatory defense and penalties;
- Website media liability; and
- Cyber theft of customer’s property, including but not limited to money and securities.

If the policy is written on a claims made basis, Contractor must submit to State an Endorsement providing proof that the policy provides the option to purchase an Extended Reporting Period (“tail coverage”) providing coverage for no less than one (1) year after work is completed in the event that coverage is cancelled or not renewed. This requirement applies to both primary and excess liability policies, as applicable.

Technology Errors and Omissions: Contractors are required to maintain during the term of the Contract and as otherwise required herein, Technology Errors and Omissions Insurance. Said insurance shall be maintained in the following limits, as applicable:

Technology Errors and Omissions		
Software		\$1,000,000
Hardware		\$1,000,000
Cloud *	Low Risk	\$2,000,000

Technology Errors and Omissions		
	Moderate Risk	\$5,000,000
	High Risk	\$10,000,000
Implementation		\$1,000,000
<p>*See NYS-S14-002 Information Classification Standard or successor for additional information relating to risk categories. Contractor must maintain minimum insurance coverage for the level of risk for which Contractor provides Products and submit documentation in accordance with the terms of this Contract.</p>		

Said insurance shall provide coverage for damages arising from computer related services including but not limited to the following:

1. Consulting
2. Data processing
3. Programming
4. System integration
5. Hardware or software development
6. Installation
7. Distribution or maintenance
8. Systems analysis or design
9. Training
10. Staffing or other support services
11. Manufactured, distributed, licensed, marketed or sold cloud computing services

The policy shall include coverage for third party fidelity including cyber theft.

If the policy is written on a claims made basis, Contractor must submit to State an Endorsement providing proof that the policy provides the option to purchase an Extended Reporting Period (“tail coverage”) providing coverage for no less than one (1) year after work is completed in the event that coverage is cancelled or not renewed. This requirement applies to both primary and excess liability policies, as applicable.

10. Nondisclosure and Confidentiality

Except as may be required by applicable law or a court of competent jurisdiction, the Contractor, its officers, agents, employees, and Subcontractors, if any, must maintain strict confidence with respect to any Confidential Information to which the Contractor, its officers, agents, employees, and Subcontractors, if any, have access. This requirement must survive termination of the Contract. For purposes of the Contract, all State information of which Contractor, its officers, agents, employees, and Subcontractors, if any becomes aware during the course of performing services for the State must be deemed to be Confidential Information (oral, visual or written). Notwithstanding the foregoing, information that falls into any of the following categories must not be considered Confidential Information:

1. information that is previously rightfully known to the receiving party without restriction on disclosure;
2. information that becomes, from no act or failure to act on the part of the receiving party, generally known in the relevant industry or is in the public domain; and
3. information that is independently developed by Contractor without use of Confidential Information of the State.

Contractor must indemnify and hold the State harmless from any loss or damage to the State resulting from the disclosure by the Contractor, its officers, agents, employees, and Subcontractors of such Confidential Information.

Contractor employees and Subcontractors must be required to sign Confidentiality and Non-Disclosure Agreements either before or upon arrival at the work site or prior to providing services under the Contract.

Contractor agrees that data obtained from NYSED and local reporting agencies is the property of NYSED, and its confidentiality is protected under state law, including but not limited to General Business Law Section 889-aa; State Technology Law Section 208, and federal law. Contractor will not use such information except in connection with NRS reporting activities. Contractor will hold such data in confidence, will not make copies of the data except as needed for NRS reporting activities, and will destroy all personally identifiable data promptly after the data is no longer needed for NRS reporting activities.

Appendix R
NEW YORK STATE EDUCATION DEPARTMENT'S
DATA PRIVACY APPENDIX

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, Student Data and/or APPR Data arising from the on-site use of an information system or from a personal meeting.
2. **APPR Data:** Personally Identifiable Information from the records of an Educational Agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law §§ 3012-c and 3012-d.
3. **Breach:** The unauthorized Access, acquisition, Disclosure or use of Student Data or APPR Data that is (a) accomplished in a manner not permitted by New York State and federal laws, rules, and regulations, or in a manner that compromises its security or privacy, (b) executed by or provided to a person not authorized to acquire, access, use, or receive it, or (c) a Breach of Contractor’s or Subcontractor’s security that leads to the accidental or unlawful alteration, destruction, loss of, Access to or Disclosure of Student Data or APPR Data.
4. **Commercial or Marketing Purpose:** The Disclosure, sale, or use of Student Data for the purpose of directly or indirectly receiving remuneration, including the Disclosure, sale, or use of Student Data for advertising purposes, or the Disclosure, sale, or use of Student Data to develop, improve, or market products or services to Students.
5. **Disclose or Disclosure:** The intentional or unintentional communication, release, or transfer of Student Data and/or APPR Data by any means, including oral, written, or electronic.
6. **Education Record:** An education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. § 1232g and 34 C.F.R. Part 99, respectively.
7. **Educational Agency:** As defined in Education Law § 2-d, a school district, board of cooperative educational services, school, or the New York State Education Department (“NYSED”).
8. **Eligible Student:** A Student who is eighteen years of age or older.
9. **Encrypt or Encryption:** As defined in the Health Insurance Portability and Accountability Act of 1996 Security Rule at 45 CFR § 164.304, encrypt means the use of an algorithmic process to transform Personally Identifiable 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.

- 10. Information:** Student Data and APPR Data from an Educational Agency that is Disclosed or made available to the Contractor pursuant to this contract with NYSED to which this DPA is attached and incorporated.
- 11. NIST Cybersecurity Framework:** The U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity Version 1.1.
- 12. Parent:** A parent, legal guardian, or person in parental relation to the Student.
- 13. Personally Identifiable Information (PII):** Personally Identifiable Information, as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. § 1232g and 34 C.F.R. Part 99, (§ 99.3), and Teacher or Principal APPR Data.
- 14. Release:** Shall have the same meaning as Disclose.
- 15. School:** As defined in Education Law § 2-d, any (a) public elementary or secondary school, including a charter school; (b) universal pre-kindergarten program authorized pursuant to Education Law § 3602-e; (c) an approved provider of preschool special education; (d) any other publicly funded pre-kindergarten program; (e) a school serving children in a special act school district as defined in Education Law § 4001; (f) an approved private school for the education of students with disabilities; (g) a State-supported school subject to the provisions of Article 85 of the Education Law; or (h) a State-operated school subject to the provisions of Articles 87 or 88 of the Education Law.
- 16. Services:** Services provided by Contractor pursuant to this contract with NYSED to which this DPA is attached and incorporated.
- 17. Student:** Any person attending or seeking to enroll in an Educational Agency.
- 18. Student Records:** An education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 U.S.C. § 1232g and 34 C.F.R. Part 99, respectively.
- 19. Student Data:** PII from Student Records of an Educational Agency and PII regarding a Student provided to the Contractor by the Student or the Student's Parent.
- 20. 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 INFORMATION

1. Compliance with Law.

When providing Services pursuant to this contract, Contractor may have Access to or receive Disclosure of Information that is regulated by one or more New York and/or federal laws and regulations, among them, but not limited to, the Family Educational Rights and Privacy Act ("FERPA") at 12 U.S.C. §

1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. §§ 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. § 1232h (34 CFR Part 98); the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. § 1400 et seq. (34 CFR Part 300); New York Education Law § 2-d; and the Regulations of the Commissioner of Education at 8 NYCRR Part 121. Contractor agrees to maintain the confidentiality and security of 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 Contractor has no property, licensing, or ownership rights or claims to Information Accessed by or Disclosed to Contractor for the purpose of providing Services, and Contractor shall not use such 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 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 Information in a manner that complies with New York State, federal and local laws, rules, and regulations, and the NYSED policies. Education Law § 2-d requires that Contractor provide NYSED with a Data Privacy and Security Plan that outlines the safeguards, measures, and controls, that the Contractor will employ, including how the Contractor will implement 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, (c) the parents bill of rights for data privacy and security that is attached hereto and incorporated herein as DPA Exhibit 2, and (d) applicable NYSED policies. Contractor's Data Privacy and Security Plan is attached to and incorporated in this DPA as Exhibit 1.

4. NYSED's Data Privacy and Security Policy

State law and regulation require NYSED to adopt a data privacy and security policy that complies with Part 121 of the Regulations of the Commissioner of Education and aligns with the NIST Cyber Security Framework. Contractor shall comply with [NYSED's Data Privacy and Security Policy](#) and other applicable NYSED policies and agrees to contractually require its Subcontractors to comply with NYSED's Data Privacy and Security Policy.

5. 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 Information. In addition, NYSED may require Contractor to undergo an audit of its privacy and security safeguards, measures, and controls as they pertain to alignment with the requirements of New York State laws and regulations, NYSED's policies applicable

to Contractor, and alignment with the NIST Cybersecurity Framework. Any audit required by NYSED must be performed by an independent third party at Contractor's expense and the audit report must be provided to NYSED. In lieu of being subject to a required audit, Contractor may provide NYSED with an industry standard independent audit report of Contractor's privacy and security practices that was issued no more than twelve months before the date that NYSED informed Contractor that it required Contractor to undergo an audit.

6. Contractor's Employees and Subcontractors.

- (a) Access to or Disclosure of Information shall only be provided to Contractor's employees and Subcontractors who need to know the Information to provide the Services and such Access and/or Disclosure of 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 performing Services where the Subcontractor will have Access to and/or receive Disclosed Information is contractually bound by a written agreement that includes confidentiality and data security obligations equivalent to, consistent with, and no less protective than, those found in this 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: (i) notify NYSED, (ii) as applicable, remove such Subcontractor's Access to Information; and (iii) as applicable, retrieve all Information received or stored by such Subcontractor and/or ensure that Information has been securely deleted or securely destroyed in accordance with this DPA. In the event there is an incident in which Information held, possessed, or stored by the Subcontractor is compromised, unlawfully Accessed, or unlawfully Disclosed, Contractor shall follow the Data Breach reporting requirements set forth in Section 11 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 Information to any other party unless such Disclosure is required by statute, court order or subpoena, and Contractor notifies NYSED of the court order or subpoena no later than the time the 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 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 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 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.

7. Training.

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

8. Data Return and Destruction of Data.

- (a) Contractor is prohibited from retaining Disclosed Information or continuing to Access Information, including any copy, summary, or extract of Information, on any storage medium (including, without limitation, hard copies and storage in secure data centers and/or cloud-based facilities) beyond the term of this contract unless such retention is expressly authorized for a prescribed period by this contract, necessary for purposes of facilitating the transfer of Disclosed Information to NYSED, or expressly required by law. As applicable, upon expiration or termination of this contract, Contractor shall transfer the Disclosed 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 Information has been completed or Contractor's authority to have Access to Information or retain Disclosed Information has expired, Contractor shall ensure that, as applicable, (1) all privileges providing Access to Information are revoked, and (2) all Information (including without limitation, all hard copies, archived copies, electronic versions, electronic imaging of hard copies) retained by Contractor or its Subcontractors and/or all Information maintained on behalf of Contractor or its Subcontractors in a secure data center and/or cloud-based facilities 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 Information cannot be read, or otherwise reconstructed, and electronic media must be cleared, purged, or destroyed such that the Information cannot be retrieved. Only the destruction of paper 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, as applicable, (1) revocation of Access to Information granted by Contractor and/or its Subcontractors, and (2) the secure deletion and/or secure destruction of Information held by the

Contractor or Subcontractors to the 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 data (i.e., data that has had all direct and indirect identifiers removed), Contractor agrees that it will not attempt to re-identify de-identified data and/or transfer de-identified data to any person or entity, except as provided in subsection (a) of this section and that it will contractually prohibit its Subcontractors from the same.

9. Commercial or Marketing Use Prohibition.

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

10. Encryption.

Contractor shall use industry standard security measures including encryption protocols that comply with New York law and regulations to preserve and protect Information. Contractor must encrypt Information at rest and in transit in accordance with applicable New York laws and regulations.

11. Breach.

Contractor shall promptly notify NYSED of any Breach of Information, regardless of whether Contractor or a Subcontractor suffered the Breach, without delay and in the most expedient way possible, but in no circumstance later than seven (7) calendar days after discovery of the Breach. Notifications shall be made in accordance with the notice provisions of this contract and shall also be provided to the office of the Chief Privacy Officer, NYS Education Department 89 Washington Avenue, Albany, New York 12234, and must, include a description of the Breach which includes the date of the incident and the date of discovery, the types of Information affected, and the number of records affected; a description of Contractor's investigation; and the name of a point of contact. Violations of the requirement to notify NYSED shall be subject to a civil penalty pursuant to Education Law § 2-d. The Breach of certain Information protected by Education Law § 2-d may subject the Contractor to additional penalties.

12. 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.

13. Notification to Individuals.

Where a Breach of 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 Parents, Eligible Students, teachers, and/or principals, in accordance with Education Law § 2-d and 8

NYCRR Part 121. NYSED will be reimbursed by Contractor within 30 days of a demand for payment under this section.

14. Termination.

The confidentiality and data security obligations of Contractor under this DPA shall survive any termination of this contract to which this DPA is attached but shall terminate upon Contractor's certifying that it and its' Subcontractors, as applicable (a) no longer have the ability to Access any Information provided to Contractor pursuant to this contract to which this DPA is attached and/or (b) that Contractor and its' Subcontractors have destroyed all Disclosed Information provided to Contractor pursuant to this contract to which this DPA is attached.

ARTICLE III: PARENT AND ELIGIBLE STUDENT PROVISIONS

1. Parent and Eligible Student Access.

Education Law § 2-d and FERPA provide Parents and Eligible Students the right to inspect and review their child's or the Eligible Student's Student Data stored or maintained by NYSED. To the extent Student Data is held by Contractor pursuant to the Contract, Contractor shall respond within thirty (30) calendar days to NYSED's requests for access to Student Data necessary for NYSED to facilitate such inspection and review by a Parent or Eligible Student, and shall facilitate corrections, as necessary. If a Parent or Eligible Student contacts Contractor or a Subcontractor directly to review any of the Student Data held by Contractor or a Subcontractor pursuant to the Contract, Contractor shall refer the Parent or Eligible Student to NYSED and notify NYSED.

2. Bill of Rights for Data Privacy and Security.

As required by Education Law § 2-d, the Parents Bill of Rights for Data Privacy and Security and the Supplemental Information for this contract is attached to and incorporated in this DPA as Exhibit 2 Contractor understands and agrees that, as an agreement with a third-party contractor who will receive Access to and/or Disclosure of Student Data, Education Law § 2-d requires NYSED to post Exhibit 2 to its website.

EXHIBIT 1 - Contractor's Data Privacy and Security Plan

Pursuant to Education Law § 2-d and § 121.6 of the Regulations of the Commissioner of Education, NYSED is required to ensure that all contracts with a third-party contractor that has Access to or receives Information include a Data Privacy and Security Plan. 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. **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. Contractor Name:**
- 2. Outline how you will implement applicable data privacy and security contract requirements over the life of the Contract.**
- 3. Specify the administrative, operational, and technical safeguards and practices that you have in place to protect Information.**
- 4. Address the training received by your employees and any Subcontractors engaged in the provision of services under the Contract on the federal and state laws that govern the confidentiality of Information.**
- 5. Outline how you will ensure that your employees and any Subcontractors are bound by written agreement to the requirements of this contract.**
- 6. Specify how you will manage any data privacy and security incidents that implicate Information, including a description of any specific plans you have in place to identify data Breaches, unauthorized Access to Information and unauthorized Disclosure of Information, to meet your obligation to report such incidents to the NYSED.**
- 7. If applicable, describe how Disclosed Information will be transitioned to NYSED when either (a) it is no longer needed by you to meet your obligations under this contract or (b) your authorization to Access Information or use Disclosed Information has terminated.**
- 8. Describe your secure destruction and secure deletion practices and how you will certify to NYSED that all Access to Information has been revoked by you and, as applicable, your Subcontractors and that all Disclosed Information has been either securely deleted or securely destroyed by you and your Subcontractors.**
- 9. Outline how your data privacy and security program/practices align with NYSED's applicable policies.**

EXHIBIT 2 - Education Law § 2-d Bill of Rights for Data Privacy and Security and Supplemental Information for Contracts that Utilize Personally Identifiable Information

Parents (including legal guardians or persons in parental relationships) and Eligible Students (students 18 years and older) can expect the following:

1. A Student's Personally Identifiable Information ("Student PII") cannot be sold or released for any Commercial or Marketing purpose. Student PII, as defined by Education Law § 2-d and the Family Educational Rights and Privacy Act ("FERPA"), includes direct identifiers such as a student's name or identification number, parent's name, or address; and indirect identifiers such as a student's date of birth, which when linked to or combined with other information can be used to distinguish or trace a student's identity. Please see FERPA's regulations at 34 CFR § 99.3 for a more complete definition.
2. The right to inspect and review the complete contents of the student's education record stored or maintained by an educational agency. This right may not apply to Parents of an Eligible Student.
3. State and federal laws such as Education Law § 2-d; the Regulations of the Commissioner of Education at 8 NYCRR Part 121, FERPA at 12 U.S.C. § 1232g (34 CFR Part 99); Children's Online Privacy Protection Act ("COPPA") at 15 U.S.C. §§ 6501-6502 (16 CFR Part 312); Protection of Pupil Rights Amendment ("PPRA") at 20 U.S.C. § 1232h (34 CFR Part 98); and the Individuals with Disabilities Education Act ("IDEA") at 20 U.S.C. § 1400 et seq. (34 CFR Part 300) protect the confidentiality of Student PII.
4. Safeguards associated with industry standards and best practices including, but not limited to, encryption, firewalls and password protection must be in place when Student PII is stored or transferred.
5. A complete list of all student data elements collected by New York State Education Department ("NYSED") is available at [Student Data Inventory](#) and by writing to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234.
6. The right to have complaints about possible breaches and unauthorized disclosures of Student PII addressed. Complaints should be submitted to the NYS Education Department at [Report an Improper Disclosure](#), by mail to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234; by email to privacy@nysed.gov; or by telephone at 518-474-0937.
7. To be notified in accordance with applicable laws and regulations if Student PII is either unlawfully accessed or unlawfully disclosed.
8. NYSED workers that have access to or receive disclosure of Student PII will receive training on applicable state and federal laws, policies, and safeguards associated with industry standards and best practices that protect PII.
9. NYSED contracts with vendors that receive Student PII will address statutory and regulatory data privacy and security requirements.

Supplemental Information

Pursuant to Education Law § 2-d and § 121.3 of the Regulations of the Commissioner of Education, NYSED is required to post information to its website about its contracts with third-party contractors that will be provided Access to or receive Disclosure of Student Data and/or APPR Data.

1. Name of Contractor:

2. Description of the exclusive purpose(s) for which the Student Data and/or APPR Data will be used:

3. Type(s) of Data that Contractor will be provided Access to or Disclosure of:

Student Data Yes No

APPR Data Yes No

4. Contract Term:

Contract Start Date:

Contract End Date:

5. Subcontractor use and written agreement requirement:

Contractor will use Subcontractors Yes No

Contractor will not use Subcontractors Yes No

If Contractor plans to use Subcontractors, Contractor will not utilize Subcontractors without a written contract that requires the Subcontractors to adhere to, at a minimum, materially similar data protection obligations imposed on the Contractor by state and federal laws and regulations and this contract.

Contractor agrees to bind its Subcontractors by written agreement. Yes No

Not Applicable because Contractor will not use Subcontractors. Yes No

6. Data Transition and Secure Destruction

Yes No Contractor agrees that the confidentiality and data security obligations under this DPA will survive the expiration or termination of this contract but shall terminate upon Contractor’s certifying, that Contractor and its Subcontractors:

- Are unable to Access any Information provided to Contractor pursuant to this contract
- Securely transfer Disclosed Student Data and APPR Data to NYSED, or at NYSED’s option and written discretion, a successor contractor in a format agreed to by the Parties.
- Securely delete and destroy Disclosed Student Data and APPR Data.

7. Challenges to Data Accuracy

Yes No Contractor agrees that parents, eligible students, teachers, or principals who seek to challenge the accuracy of Student Data or APPR Data will be referred to NYSED and if a correction to data is deemed necessary, NYSED will notify Contractor. Contractor further agrees to facilitate such corrections within 21 days of receiving NYSED’s written request.

8. Secure Storage and Data Security

Please indicate where Student Data and/or APPR Data will be stored:

Yes No Using a cloud or infrastructure owned and hosted by a third party.

Yes No Using Contractor owned and hosted solution

Yes No Other:

Please describe how data privacy and security risks will be mitigated in a manner that does not compromise the security of the data:

9. Encryption requirement

Contractor agrees that Student Data and APPR Data will be encrypted while in motion and at rest.

Yes No

10. Contractor Certification.

Contractor certifies that Contractor will comply with, and require its Subcontractors to comply with, applicable State and Federal laws, rules, and regulations and NYSED policies.

Contractor's Name

Signature

Printed Name

Title

Date

Addendum 1

ASISTS Interface:

ASISTS Login Screen:

- Displays important messages for users including deadlines, new resources, and maintenance schedules.
- Link to the ASISTS Resources page containing an archive of forms, reference materials, and policy announcements
- Links to RAEN system including calendars of trainings
- Frequently Asked Questions
- Links to more information about Adult Education, the Federal National Reporting System, and NYS NRS Accountability policy and procedure.

ASISTS Welcome screen:

- Summary of Agency contact information
- Listing of users with current access to agency's data
- Listing of Current FY Funding Sources
- Link to most recent Release Notes
- Space for important announcements

Data Entry Screens:

- Program Information Menu: Agency Information
 - Edit Agency Information
 - Fields available to track the following information about an Agency:
 - SED ID
 - EPE Rate
 - Division
 - Program Manager
 - Address, City, State Zip
 - Telephone Number
 - Community School District
 - Community Planning District
 - Congressional District
 - Assembly District
 - Senatorial District
 - Prep Code (for HSE preparation)
 - Email
 - Funding Sources: (Required for NRS Reporting)
 - Funding Source ID, Amount, Start & End dates, Contract/Grant Number, and Purpose
 - Add Agency Site Information
 - Fields available to track Agency Site Information:
 - Site ID
 - Site Name
 - Site Manager
 - Address, City, State, Zip
 - County
 - Telephone Number
 - Community School District

- Community Planning District
 - Congressional District
 - Assembly District
 - Senatorial District
- Edit Agency Site Information
 - Make changes to previously entered Sites
 - All fields from “Add Agency Site Information” available
- Add Literacy Zone Partner Information
 - Add New Literacy Zone Partners to track referrals within Literacy Zones
 - Fields available to track Literacy Zone Partners:
 - Partner ID
 - Partner Name
 - Partner Manager
 - Address, City, State, Zip
 - County
 - Telephone Number
- Edit Literacy Zone Partner Information
 - Make changes to previously entered Literacy Zone Partners
 - All fields from “Add Literacy Zone Partner Information” available
- Add/Edit Literacy Zone Agency Goal Information
 - Add new Agency-specific Literacy Zone Outcomes if agency has committed to work with students on specific outcomes not already reflected in the universal Literacy Zone Outcome list.
 - Two fields available:
 - Category
 - Description
 - Ability to edit existing Agency-Specific Literacy Zone Outcomes on same screen.
- Program Information Menu: Personnel Information
 - Add Personnel Information
 - Provides a blank form to track new Personnel
 - Details Tab:
 - Fields Available:
 - First Name (Required for NRS Reporting)
 - Last Name (Required for NRS Reporting)
 - Position (Required for NRS Reporting)
 - Subject
 - Date Started
 - Paid/Volunteer (Required for NRS Reporting)
 - Time Status (Required for NRS Reporting)
 - Experience
 - Years’ Experience (Required for NRS Reporting)
 - Hours/Week
 - Site
 - Gender
 - Ethnicity
 - Birth Date
 - Education Level

- Referral Source
- Social Security Number
- Employment Status
- Occupation
- Home Contact Information
 - Address, City, State Zip
 - Home phone
 - Mobile Phone
- Work Contact Information (intended for volunteers or Part-time staff)
 - Address, City, State, Zip
 - Work Phone & Extension
 - Email & alternate email
 - Indication of permission to mail & call
- Other Contact Information
 - Address, City, State, Zip
- Comments (text box)
- History Tab
 - Fields Available
 - Status Date
 - Status
 - Required for Paid Teaching Staff: at least on status indication
Certifications received
 - Progress Notes (meant for volunteer management)
 - Contact Date
 - Contact Type
 - Contact Notes
- Staff Development Tab
 - Lists all Staff/Professional Development that the Staff Person has attended in the current Fiscal year (3 Fiscal Years for Assessment Trainings)
- Non-Instructional Hours
 - Allows for the tracking of Staff Hours spent outside of the classroom on a month-to-month basis, primarily for Volunteers
 - Fields Available:
 - Period (month in which hours accrued)
 - Prep Hours
 - Travel Hours
 - Training
 - Meeting Hours
 - Other Hours
 - Total Hours
- Instructional Hours
 - Displays existing Instructional Hours (hours associated with Classroom Time) for all Instructional Offerings to which the Staff Person is assigned.
 - Hours are displayed on a month-by-month basis.
 - Screen also allows for data entry
 - Fields available:
 - Instructional Hours
 - Testing Instructional Hours

- Testing Contact Hours
 - Cumulative Lab Hours
 - Cumulative Hours Less Than (LT) 12
 - Edit Personnel Information
 - Provides a lookup screen to find existing Personnel Records
 - Two methods of lookup:
 - Filtered list based on entering text into search box
 - Alphabetic listing based on the first letter of the last name
 - Once selected, Personnel records may be edited as necessary
- Program Information Menu: Instructional Offering
 - Add Instructional Offering
 - Provides a blank form to create a new Instructional Offering
 - Details Tab
 - Fields Available
 - Course ID
 - Start Date
 - End Date
 - Instruction Type
 - Primary Instructor
 - Level
 - Sessions
 - Lowest Level
 - Meet Time
 - CAI (Computer Aided Instruction)
 - Site
 - Hours/Session
 - Seats
 - Hours/Week
 - Format
 - CTEDS Program (CIP) Code
 - Number of Students
 - Funding Source(s)
 - Special Program
 - Contact Hours
 - Instructional Hours
 - Average Daily Attendance (ADA)
 - Equivalent Instructional Hours
 - Meeting Date
 - Start & End Times
 - Other Staff Tab
 - Displays Primary Instructor as well as any other staff associated with the Instructional Offering
 - Fields Available:
 - Instructor Name
 - Date Started
 - Staff Hours Tab

- Displays existing Instructional Hours (hours associated with Classroom Time) for all Staff associated with the chosen Instructional Offering.
 - Hours are displayed on a month-by-month basis.
 - Screen also allows for data entry
 - Fields available:
 - Instructional Hours
 - Testing Instructional Hours
 - Testing Contact Hours
 - Cumulative Lab Hours
 - Cumulative Hours Less Than (LT) 12
- Edit Instructional Offering
 - Provides a lookup screen to find existing Instructional Offering Records
 - Two methods of lookup:
 - Filtered list based on Instruction Type
 - Filtered list based on Name of Primary Instructor
 - Once selected, Instructional Offering records may be edited as necessary
- Program Information Menu: Staff Development
 - Add Event Information
 - Provides ability to track Staff Development Events provided
 - Primarily used by Regional Adult Education Network (RAEN) providers, but available for program-level users
 - Fields Available:
 - Event Name
 - Session
 - Date
 - FY
 - Provider
 - Category
 - Subject
 - Select Facilitator(s) (up to 3)
 - Location
 - Time Frame
 - Total Hours
 - Fee Charged
 - RAEN Approved
 - Comments
 - Edit Event Information
 - Provides a list of all Staff Development Events currently available
 - Event Roster Tab
 - Shows Staff enrolled in the chosen Event and provides ability to enroll additional Staff
 - Fields Available:
 - Region (Defaults to RAEN Region for RAEN- level users)
 - Agency (Defaults to/limited to current Agency for Agency-level users)
 - Name (names of All Personnel in currently selected Region & Agency)

- Attended check box
 - Fees Paid check box
 - Event Info tab
 - Shows Details of Event as entered on “Add Event Information” screen
 - Can be edited as necessary
- Program Information Menu: EPE Amend Log
 - Edit EPE Amend Log
 - Allows for entry of EPE Claim Form Amendment Justifications when changes to EPE Contact Hours data is necessary after the mid-year deadline
 - Fields Available:
 - Date of Amendment
 - Staff Making Change
 - Category Changed
 - Nature of Change
 - Reason for Change
 - Line Affected on Claim Form
 - Expected Change in Hours
- Student Information Menu: Add Student Information
 - Provides a screen containing only the “Threshold Information” required to begin a student record
 - Fields Available:
 - First Name (Required)
 - M.I. (Middle Initial)
 - Last Name (Required)
 - Birth Date (Required)
 - Original Program Start Date (Required)
 - Saving required fields will then allow for entry of remaining Student Contact Information on Contact Information Tab
 - Fields Available:
 - Address
 - City
 - State
 - Zip
 - Telephone
 - Telephone2
 - Do Not Call checkbox
 - Email
 - Site
 - Gender (Required)
 - Race & Ethnic Identity (Required)
 - Hispanic/non-Hispanic Drop-down
 - Checkboxes for:
 - Native Hawaiian
 - Pacific Islander
 - African
 - Native American

- African American
 - Latino/a
 - Alaskan Native
 - Afro-Caribbean
 - White
 - Asian
- Employment Status with Fiscal Year (Required)
- Funding Source with Fiscal Year
- Public Assistance including Case Number
- Nationality
- Citizenship Status
- Date of U.S. Settlement
- Parental Status
 - Parent/Guardian checkbox
 - Single Parent Checkbox
 - Custodial Parent checkbox
 - Number of school Aged-Children
 - In Pre-School
 - In Elementary School
 - In Junior High School
 - In High School
- Educational Background (Required)
 - Highest Grade Completed in U.S.
 - Highest Credential in Other Countries
 - Years of Schooling in Other Countries
- Population Categories checkboxes
 - Homeless
 - In Correctional Facility
 - Other Institutionalized
 - H.S. Graduate or Equivalent (U.S.)
 - Displaced Homemaker
 - Head of Household
 - Disabled
 - Enrolled in other Education/Training Program
 - Veteran
 - Dislocated Worker
 - Employed at 200% Poverty Level
 - Rural Area Resident
 - Low Income
 - Migrant
 - Family Literacy
 - Parole
 - Learning Disabled
 - In Community Correctional Facility
 - Other
 - Non-Native English Speaker
- Referral Source
- Goals & Outcomes Tab

- “NRS Goals & Outcomes” Sub-tab: displays current and past NRS Primary (auto-set) and Secondary Goals
 - Allows for entry of Current Secondary Goals
 - Fields Available:
 - Fiscal Year
 - NRS Goal
 - Allows for Entry of Current Outcome
 - Fields Available:
 - Fiscal Year (Required)
 - Outcome (Required)
 - Quarter (Required)
 - Survey Date (Required)
 - Outcome Date
- “Other Goals & Outcomes” Sub-Tab
 - Fields Available:
 - Description
 - Set Goal checkbox
 - Show Progress Checkbox
 - Show Proficiency (Met Goal) checkbox
- Literacy Zone Goals & Outcomes Sub Tab
 - Fields Available:
 - Category
 - Description
 - Fiscal Year
 - Met Goal checkbox
 - Referral Partner
- Assessments Tab
 - Current Test Records window: Displays all tests currently entered in ASISTS that fall within the valid timeframe for the current Fiscal Year
 - Links to each type of Assessment available for display of historical entries (entire student history) and entry of new scores
 - TABE
 - Fields Available:
 - Test Date (Required)
 - Type (Required)
 - Level (Required)
 - Form (Required)
 - Score 1 (Required)
 - Score 2 (Required for Math)
 - Scale Score (Calculated)
 - GE (Grade Equivalent) (Calculated)
 - NYSED (NRS Level) (Calculated)
 - Pre-test checkbox
 - Test Administrator (Required)
 - Best Plus – Displays Historical Best Plus (1.0) test data. Best Plus 1.0 is now obsolete and data entry of scores after 6/30/2016 is not permitted. Entry of missing historical scores still available.

- Fields Available:
 - Test Date (Required)
 - Score (Required)
 - Level (Calculated)
 - Pre-test checkbox
 - Test Administrator (Required)
 - Best Literacy
 - Fields Available:
 - Test Date (Required)
 - Score (Required)
 - Level (Calculated)
 - Pre-test checkbox
 - Test Administrator (Required)
 - Best Plus 2.0
 - Fields Available:
 - Test Date (Required)
 - Form (Required)
 - Score (Required)
 - Level (Calculated)
 - Pre-test checkbox
 - Test Administrator (Required)
 - HSE
 - Displays any existing historical GED records
 - Allows for the entry of HSE Readiness Exams and Actual HSE test scores
 - Fields Available:
 - Initial Testing Date (Required)
 - Test Type (Required)
 - Form (Required)
 - Writing
 - Social Studies
 - Science
 - Reading
 - Math
 - Total
 - Test Administrator (Required)
 - Pre-test checkbox
- Progress Notes
 - Allows for addition and editing of notes regarding communication between staff and student
 - Fields Available:
 - Contact Date
 - Contact Staff
 - Contact Type
 - Contact Hours
 - Contact Notes

- Enrollment Tab
 - Displays student's current enrollments
 - Each enrollment may be edited to reflect the date a student stopped attending a particular Instructional Offering using the choices of Completion, Withdrawal, or Transfer.
 - Students may be "Exited" from the program by "Exiting them from any one enrollment"
 - Allows for entry of new enrollments
 - Fields Available:
 - Instruction Code
 - Date Started
 - Displays accumulated monthly Contact Hours as well as a total per Instructional Offering and an overall total for the current Fiscal Year.
 - Historical Contact Hours records are available via drop-down
 - "Other Codes/Notes" area provides space for enrollment-related information
 - Enrollment History button allows access to past enrollments
- History Tab
 - Displays student's status history
 - Updates Automatically upon exit or reentry
 - Allows for entry of new statuses
 - Fields Available:
 - Status Date
 - Status
 - If "Exit" chosen for Status, Exit reason Field available
 - If "referred to HSE Exam" status chose, Test Center field available
 - Assessed status
 - Referred to Other Program (notes field)
- Availability Tab
 - Allows for Documentation the students weekly availability and site preferences
 - Fields Available
 - Site 1/2/3
 - Morning/Noon/Evening checkboxes for each day of the week
 - Custom 1/2/3
- Other Information Tab
 - Buttons available to track other categories of data about each student
 - Contact Information Fields Available
 - Interviewer
 - Marital Status
 - Spouse Name
 - Emergency Contact
 - Emergency Phone
 - Relation
 - Student Email
 - Health Information Fields Available
 - Health Problems
 - Problem Description
 - Taking medication checkbox

- Medication Type
 - Doctor
 - Children Information Fields Available
 - Child Name
 - Child Age
 - In Public School Checkbox
 - Public School Name
 - EDGE Information Fields Available
 - Outcome ID
 - FY
 - Outcome Date
 - CTEDS Information Fields Available
 - CTED Primary Program
 - CTED FY
 - CTED Enrollment Status
 - CTED Student Status
 - County & District Information Fields Available
 - County Residence
 - School District
 - Date From
 - Date To
 - Immigration Information Fields Available
 - Resident Alien Checkbox
 - Alien Number
 - Resettlement Agency
 - Agency Address
 - Caseworker Name
 - Caseworker Phone
 - Language Information Fields Available
 - Language(s)
 - Family Language
 - Read Own Language checkbox
 - Write Own Language checkbox
 - Read or Write English checkbox
 - Speaking Ability Checkbox
 - NYC Education Information Fields Available
 - NYC Elem checkbox
 - Family Language checkbox
 - Read Own Language checkbox
 - CSBG Information Fields Available
 - Fiscal Year
 - Disabled Checkbox
 - Veteran Checkbox
 - Medicaid checkbox
- Student Information Menu: Edit Student Information
 - Provides a lookup screen to find existing Student Records
 - Two methods of lookup:
 - Filtered list based on entering text into search box
 - Alphabetic listing based on the first letter of the last name

- Once selected, Student records may be edited as necessary
- Instructional Activity Menu: Instructional Activity
 - Provides a lookup screen to find existing Instructional Offering Records
 - Two methods of lookup:
 - By Instruction Group
 - By Primary Instructor Name
 - Previous Fiscal Year data available via FY drop-down
 - Once filter selected, listing of Instructional Offerings provided
 - Once Instructional Offering Selected, data maybe edited as necessary
 - Enrollment Tab
 - Displays all students who have been enrolled in the Instructional Offering over the course of the year as well as the date the student left the class, the reason and the class to which the student transferred (if applicable).
 - Fields Available for editing
 - Date Started
 - Date Left
 - Reason
 - Transfer To
 - Active checkbox
 - Add New Enrollment Button
 - Student Name
 - Start Date
 - Contact Hours Tab
 - Displays all students who have been enrolled in the Instructional Offering over the course of the year as well as any hours that have been accumulated. Hours are displayed on a monthly basis
 - Fields Available
 - July through June for each student
 - Input Daily Contact Hours Button: Opens a separate interface for recording Daily Attendance
 - Fields available
 - Month drop-down
 - Days of month class scheduled to run for each student who has had an enrollment in the Instructional Offering
 - Instructional Hours Tab
 - Displays existing Instructional Hours (hours associated with Classroom Time) for all staff associated with the current Instructional Offering
 - Hours are displayed on a month-by-month basis.
 - Screen also allows for data entry
 - Fields available:
 - Instructional Hours
 - Testing Instructional Hours
 - Testing Contact Hours
 - Cumulative Lab Hours

- Cumulative Hours Less Than (LT) 12
- Goals, Outcomes & Assessments Tab
 - Provides access to the following for each student who has been enrolled in the Instructional Offering
 - Goals & Outcomes
 - Assessments
 - Progress Notes
 - Contact Information
 - Provides access to the Personnel records of the Primary Instructor
- Instructional Activity Menu: Class Carryover Utility
 - Only available between May and September
 - Provides a list of all current/most recent FY classes with the ability to choose which classes should be duplicated into the upcoming/new Fiscal Year
 - Fields Available
 - Carryover Checkbox
 - Enrollment choice drop down

Management Reports

- Instructional Offering Roster Reports
 - Sign in Sheet: Generates an alpha class list with space for student signature
 - Instructional Offering Roster: Generates an alpha class list with enrollment date and space for updated exit and transfer information
 - Daily Attendance Class Roster: Generates for each class a monthly daily attendance recorder
 - Daily Attendance Class Roster—week: Generates for each class a weekly daily attendance recorder
 - Monthly Combined Class Roster: Combines the information on the Daily Attendance Roster and the Instructional Offering Roster
 - Weekly Attendance Class Roster: Provides a month's worth of weeks to track weekly total hours per student.
- Data Management Reports
 - Program Information Form: Detailed information on each class, including start & end dates, Primary Instructor, Instruction Type and schedule of days
 - Program Hours Summary: Lists all classes, # of students in each, and sum of contact hours and Instructional hours recorded
 - Duplicate Students: Very useful for identifying duplicated student records
 - Contact Hours Summary: Lists ALL contact hours entered for ALL students, by class and by month, with totals
 - Weekly Contact Hours Summary: Lists a month's worth of contact hours entered for ALL students, by class and by week, with totals
 - Student Contact Hours Report: Lists Contact Hours entered for each student in each class, along with a total for each student in each class
 - Student Exit Tool by Class: Lists students in each class who have not had any contact hours entered for the past 3+ months in that particular class. Works in "real time".
 - Student Exit Tool by Student: Lists students alphabetically who have not had ANY contact hours in ANY class in the past 3+ months. Works in "real time"
 - Literacy Zone Primary Outcome Report: Shows all of the Literacy Zone Primary Outcomes entered for your agency, sorted by outcome category and then by students.

- LZ Outcome Report—NRS Students: Shows Literacy Zone Outcomes entered for students who are enrolled in a Literacy Zone funded class and who have met the criteria to qualify for the NRS report.
- LZ Outcome Report—Non-NRS Students: Shows Literacy Zone Outcomes entered for students who are enrolled in a Literacy Zone funded class and who have NOT met the criteria to qualify for the NRS report.
- Monthly ADA Report: Shows, on a day-to-day basis, the number of students in attendance for each day of the month with totals for each day and each class (requires that Daily Attendance be entered)
- Weekly ADA Report: Shows, on a day-to-day basis, the number of students in attendance for each day of the week chosen with totals for each day and each class (requires that Daily Attendance be entered)
- Turnaround Documents
 - Form A - (Demographics): Alpha student list by class used to verify initial student data demographics, including DOB, gender, ethnicity, employment status and population categories.
 - Form B - (Test Scores): Alpha student list by class showing all NRS-valid FY assessments per student on record. Also includes space provided for recording new posttest info
 - Form C - (Hours & Goals): Alpha student list by class showing cumulative contact hours and goals to date. Includes space for instructor to report additional hours and new goals.
 - Form D - (Outcomes) (can be filtered by GED, Jobs, or Other Primary Outcomes): Alpha student list by class showing exit dates (if applicable) and all goals and outcomes to date. Includes space for instructor to report new outcomes/survey data.
 - Form E - (Follow-Up Survey): Alpha student list by class showing contact information, exit dates (if applicable) and any current goals and outcomes to date. Includes space for instructor/surveyor to report new outcomes/survey data.
 - Form F - (Test Scores & Hours): Alpha student list by class showing that combines the information from Turnaround B (Test Scores) and Turnaround C (Hours).
 - Turnaround Document Goal Survey By Students: Alpha listing of all students enrolled in the current Fiscal Year who need to be Surveyed for outcomes.
 - Turnaround Document Goal Survey Exiters by Student: Includes students enrolled this year, or during an Employment-related Outcome timeframe, who have exited the program and who need to be surveyed.
 - Turnaround Document Goal Survey Exiters by Class: includes any student who was enrolled this Fiscal Year, and has exited, listed by class.
- Staff Development Reports
 - Events Attended by Personnel (ALL): Alpha student list by class used to verify initial student data demographics, including DOB, gender, ethnicity, employment status and population categories.
 - Events Attended by Personnel (RAEN): Alpha student list by class showing all NRS-valid FY assessments per student on record. Also includes space provided for recording new posttest info

Funding Reports

There are two “Funding Reports” menus—one for the previous Fiscal Year and one for the current Fiscal Year. The options for each are identical.

- NRS Tables
 - Table 1: Students listed by Educational Level, Ethnicity, and Gender
 - Table 2: Students grouped by Age, Ethnicity, and Gender

- Table 3: Students grouped by Program Type and Age
 - Table 4 & 4b: Students grouped by Educational Gains and Attendance by Educational Functioning Level. Table 4b is limited to students who have taken a Post-test.
 - Table 5 (Current Year): HSE & Post-Secondary Education or Training follow-up outcomes (ONLY) for students who exited during the Fiscal Year.
 - Table 5 (Employment Related): Obtain Employment Follow up Outcomes for students who exited any time during Q2, 3 or 4 of the previous Fiscal Year, and Q1 of the current Fiscal Year. Retain/Improve Employment Follow-Up Outcomes for students who exited in Q4 of the Fiscal Year before last, or Q 1, 2 or 3 of the previous Fiscal Year.
 - Table 6: Participant Status & Program Enrollment
 - Table 7: Adult Education Personnel by Function & Job Status
 - Table 8: Outcomes for Adults in Family Literacy Programs
 - Table 9: Outcomes for Adults in Workplace Literacy Programs
 - Table 10: Outcomes for Adults in Correctional Education Programs
 - Table 11: Secondary Outcome Measures
 - Table 13: Core Follow-up Achievement for Unintended Outcomes
- NRS Tables Data Check
 - Data Check for Tables 1 - 3
 - Identifies students in each row and column of Tables 1, 2 & 3.
 - Data Check for Table 4 — Alpha list of students in each Educational Functioning Level, including achievement of educational gain and exit status.
 - Data Check for Table 5 Core Follow Up Achievement (Current Year) — Alpha list of students with Follow Up Outcomes for the current Fiscal Year — Will ONLY show GED & Post-Secondary/Training outcomes. NO employment outcomes will appear on this report.
 - Data Check for Table 5a Entered Post-Secondary Education/training (Prior Year Exiters) — Alpha list of students from the previous Fiscal Year’s NRS Report with the Goal of Post-Secondary Ed/Training, who did not achieve the outcome by the October Deadline. Students have an additional Fiscal Year to achieve this outcome.
 - Data Check for Table 5 Core Follow Up Achievement (Employment Related) Alpha list of students with Employment-Related Follow Up Outcomes for Third Wave. Includes students in entire Employment-Related timeframe, which may include students from Q4 of two FY prior to current FY, through Q1 of current FY.
 - Data Check for Table 7 — Identifies personnel associated with the Adult Education Programs and lists their years of experience at hire and current certification (if entered)
 - Data Check for Table 11 Alpha list of students achieving Secondary Outcomes
 - NRS Sampling Reports (Employment & Retention) Lists the Students identified as part of the random sample of students with the goal of Employment or Retention of employment and their survey and outcome status.
 - NRS Data Check Reports
 - Students Missing Key Demographics: Identifies students missing Gender, Ethnicity, Employment status for current FY, or Date of Birth
 - Students with Invalid Test Scores: Sorted by test type, those test scores that are not valid
 - Students without Pre-Test: Alpha list of all students with no valid Pre-Test
 - Students with Funding Source Not Matching Instruction Funding Source: Identifies students by class whose funding source is different from any associated with the class.
 - Students Without Post Tests: Sorted by Instructional Level, students with no Post Test

- Students Not Moving to Higher Level: Sorted by Instructional Level, students who have not made educational gain, and who may or may not have a Post Test
- Students Moving to Higher Level: Sorted by Instructional Level, students who have made educational gain
- Students Enrolled Not Counted in NRS: Identifies students who have an enrollment during the current Fiscal year but have less than 12 contact hours or are missing a pre-test.
- Students in NRS Reports (Alpha): Alpha list of all students included on NRS Report
- NRS Student Goal History: Shows all students Enrolled, with their existing Goals & Outcomes, exit date if applicable, and if Exited, the Fiscal Year in which you can expect the outcome to count.
- Student Assessment and Attendance: Shows all the students included in the NRS report along with pre- and post-test information, exit status, and the last month of the students' attendance. (Download version available as next choice on menu)
- Program Evaluation
 - Program Evaluation Report: Summary of data from NRS Tables 4 & 5 and associated goal setting target information. Goal data includes both Current Year and Third Wave information combined. Educational Gain and Goal setting data is for Current Year only.
 - HSE Performance Supplement: Based on Students with the Status of "Referred to HSE Exam", shows Educational Gain, Readiness Test and pass rate information.
 - HSE Performance Supplement Data Check Table: Identifies the students who appear on the HSE Performance Supplement report
 - HSE Exam Referral Report: Lists all students who have the status of "Referred to HSE Exam" on their history pages, along with any Readiness/OPT/GED scores that have been entered for them in the current Fiscal Year
- EPE Reports
 - EPE Claim Part 2 160.1 & 160.2: End of Year EPE Claim form for students without a High School Diploma
 - EPE Claim Part 3 160.1 & 160.2: End of Year EPE Claim form for students with a High School Diploma
 - Students Included in EPE Reports: Alpha list of students included in the EPE report— includes the class in which the student in enrolled and the number of hours.
 - Students Included in EPE Report by Class: Lists students included in the EPE report by class and indicates how many hours the student accumulated in that class.
 - Students Under 21: Identifies students in EPE funded classes who are under the age of 21 for any part of the Reporting Period.
 - EPE Class Analysis by Age & Hours: Shows all students in EPE funded classes, their age, hours and indicates (by Yes or No) if all their hours are counting.
 - EPE Amendment Log: Shows entries from the Amendment Log explaining Amendments to the EPE 160.1 Parts 2 & 3 Claim forms.
 - EPE Student Amendment Summary: Lists students whose Claimable EPE hours in the first half of the year have changed (+/-) once that data is frozen.
 - Students Enrolled Not Counted: Students who are enrolled in EPE-Funded classes who are not counted due to Funding source assignment, age or other EPE exclusions.
 - EPE Students Missing Pre-or Post-test: Shows students who are EPE-funded and who are missing a valid Pre-or Post-test.

- EPE Monthly Report Part 2: Shows a monthly summary of the EPE hours on the 160.1 & 1602 Part 2 claim forms and the number of students served per month, also shows a cumulative total number of students served
 - EPE Monthly Report Part 3: Shows a monthly summary of the EPE hours on the 160.1 & 1602 Part 3 claim forms and the number of students served per month, also shows a cumulative total number of students served
 - EPE Student not in NRS: Lists the students who count as part of the EPE Claim Form, who are not counted on NRS/have not met the NRS criteria
 - EPE HSE Outcome: Shows students in EPE funded classes who have received the HSE and if any hours have been entered after survey.
 - EPE Non-Matching Funding Source: Shows students in EPE funded classes who have a non-EPE funding tag on their Individual Records.
 - EPE Students Turning 21: Shows students in EPE funded classes who are turning 21 and how many hours they have before/after their 21st birthday.
- CTEDS Reports
 - CTEDS 1: Lists the total number of students served in CTEDS programs, as well as a breakdown of the CTEDS programs offered and the demographic breakdown of students in each program
 - Students Included in CTEDS: Lists the students included on the CTEDS1 report
 - Instructional Offerings included in CTEDS: Lists the Instructional Offering and CTEDS Program information included on the CTEDS1 report
 - Invalid Program Code: Lists Instructional Offerings with CIP codes that are not valid for CTEDS
 - CTEDS 2a (Previous FY): Shows the Status of students included in the previous Fiscal Year's CTEDS1 report (Completed/Exited/Continuing)
 - CTEDS 2b (Previous FY): Shows the Outcomes for students included in the previous Fiscal Year's CTEDS1 report (Employment/Military/Education/unknown)
 - Students included in CTEDS 2 (Previous FY): Lists students by CTEDS program Code who are included on the CTEDS2 report, including status and exit date if applicable
 - SASS Reports
 - SASS Program Enrollment by Group: A summary of Enrollment, educational level and HSE information for students by site and number of hours
 - Students Included in SASS Report (Alpha listing): Lists students by site who are included on the SASS Program Enrollment report
 - Students Included in SASS Report by Group: Lists students by group (see SASS Program Enrollment for group information)

Help Menu

- Resource Bank: A link to the ASISTS Resource bank, a repository of ASISTS tutorials, guidelines, NYSED announcements and policy updates
- Support: Links to Frequently Asked Questions, News Bulletins, etc.

Addendum 2

Current ASISTS system architecture:

SQL Server 2014 Standard Edition On Microsoft Windows Server 2012 (64-bit)

- Visual Studio Team Foundation Server 2019 – Team Collaboration Software
- Microsoft Windows Server 2012 (64-bit)
- SQL Server 2014 Standard Edition
- Crystal Reports for Visual Studio 2019
- Veeam data center backups (1), replicated to offsite storage (2), redundant cloud backups (3)

Hardware:

- Intel Xeon E5-2680@2.5GHz
- SQL Server:
 - 16 GB RAM
 - 12 CPUs
 - Tier Hybrid Storage: 844 GB
- WebServer:
 - 12 GB RAM
 - 12 CPUs
 - Tier Hybrid Storage: 440 GB

Multifactor Authentication (MFA) shall be required for every administrative account.

Addendum 3

ASISTS migration and development environment

A server host sub-contractor must meet with NYSED approval before any sub-contractor agreement is entered with the ASISTS vendor. The following recommendations/requirements must be in place prior to any migration to an upgraded/new server equipment:

- New environments could include, but are not limited to, any change in software, hardware, or technical infrastructure.
- A copy of ASISTS and all applications would be copied to the new environment.
- The database would then be migrated and upgraded onto the new host server. ASISTS will then be upgraded to the newest platform.
- The developers will be responsible for thoroughly testing the application in the new environment, as infrastructure staff would be responsible for testing the new environment—servers, backups, etc. Testing would include security vulnerability testing and remediation to ensure that the system is hardened against potential cyber attacks.
- The vendor must maintain a snapshot of the pre-patch configuration to which they can revert should something go wrong.
- The server host sub-contractor must create a virtual desktop that can be used by the ASISTS vendor to conduct end-user testing.
- The server host sub-contractor must also include training on the new development tools, environment and framework.
- NYSED reserves the right to audit the hosting vendor/hosting venue.

Managed Offsite Backups

The server host sub-contractor must provide online offsite backup solutions to ensure critical data files are backed up offsite

- In the event of a disaster, the server host sub-contractor must assure file-level backups are reliable and provide a cost-effective way to provide secondary location backup services.
- These possible solutions should include application aware agents for the servers, exchange, active directory and other common server-level applications. It is also required that the server host sub-contractor provide ongoing log analysis and quarterly restore testing to verify recoverability in addition to monitoring and maintenance of the backup solution.

Cloud Storage

The server host sub-contractor must provide cloud storage through a partnership with Tier III data center. Focus should be on the design, architecture, monitoring and maintenance of the ASISTS server infrastructure.

Image level backups with on premise recovery server must be secured/offered through the server host sub-contractor:

- Must require an image-level, application-aware backup solution to protect the ASISTS servers and data, every effort must be made to ensure rapid recovery time over traditional file-based backup solutions. Downtime must be minimized with little to no disruption to business operations; backup solutions must be avoided.
- **The Vendor must ensure that the backup and recovery solution meets or exceeds:**

- **A Recovery Point Objective (RPO) of 24 hours**
- **A Recovery Time Objective (RTO) of 48 hours**
- The vendor must assure network attached storage or a storage area network appliance for storing the backup images of ASISTS's various servers, as well as a stand-by recovery server.
- In the event of a server crash or hardware failure, data must be restored to the recovery server. Services would be provided from the recovery server until the original hardware is repaired or replaced.
- The standby hardware must be pre-configured with backup images to further reduce the recovery time.
- It is required that an ongoing log analysis be achieved and periodic restore testing to verify recoverability.

The server host sub-contractor must provide a professional on-site data center security team to monitor the center at all times, every day of the year, with high-tech electronic, motion, and video surveillance equipment.

The data center must also complete network redundancy at all key points to ensure uninterrupted connections, from peers, border routers, core routers, and firewalls to ensure the ASISTS servers are provided high levels of uptime. All network equipment is enterprise, service-provider grade with redundancy within all devices as well.

The server host sub-contractor must provide monitoring and maintenance of the servers on an automated, and semi-automated basis as frequently as every (1) minute. The following expectations for server monitoring and maintenance must be included:

- Continuous monitoring of up to 1,800 server components including services, applications, hardware, and performance metrics.
- Uptime checked every minute, with services and other critical components reporting every two (2) minutes.
- Deployment of tested, white listed patches is performed automatically each month. Patches are only deployed after they have been tested in a controlled environment and verified against search engines and end-user groups to be issue free.
- Comprehensive asset tracking must also be performed as part of the monitoring and maintenance plan.
- Full reporting must be performed each month. This reporting shows all maintenance performed on protected assets as well as performance and predictive failure metrics.

The data center must also complete network redundancy at all key points to ensure uninterrupted connections, from peers, border routers, core routers, and firewalls to ensure the ASISTS servers are provided high levels of uptime. All network equipment is enterprise, service-provider grade with redundancy within all devices as well.

Addendum 4

New York Reporting System Requirements as compared to the National Reporting System Requirements

Performance Measure	NYRS	NRS
Measurable Skill Gain	<p>Intermittent Educational Gain per assessment charts in Table 1 below</p> <p>Included in Measurable Skill Gain is HSE attainment (NRS Level 1 through 6)</p> <p>Gain reported on both reading and math content levels</p>	<p>Educational Functioning Level Gain as per OCTAE charts listed below</p> <p>Included in Measurable Skill Gain is HSE attainment (NRS Level 1 through 6)</p> <p>Gain only reported on lowest content level</p>
Periods of Participation (POP)	<p>No multiple testing for POP, but students are being automatically exited</p>	<p>Participant will be exited after 3 consecutive months of no attendance, if participant returns within the fiscal year, new POP begins, new intake is required and new pre and post-test (if valid post-test from previous POP, then will be used as new pre-test in subsequent POP)</p>
Credential Attainment	<p>HSE attainment is already captured in Measurable Skill Gain</p>	<p>HSE attainment when participant is employed or enters post-secondary education or training within 1 year after exit</p> <p>Eligible participants from NRS Levels 5 & 6</p>
Employment Outcomes	<p>Follow up for attainment of employment (yes or no) in the Second Quarter after the student exits the program</p>	<p>Follow up in the Second Quarter after exit for employment and median wage</p> <p>Follow up in the Fourth Quarter after exit for employment</p> <p>Use of the Unemployment Insurance matching system for all legalized students</p>
Follow Up Outcomes	<p>Additional Outcome Categories:</p> <ol style="list-style-type: none"> 1. Health Literacy 2. Financial Literacy 3. Functional Literacy 4. Family Literacy 5. Community Outcomes 6. School Relations 7. Workforce Readiness 8. Legal Services 9. Citizenship 10. Social Service 11. Career Exploration 12. Voting 13. Postsecondary transition <p>Under each of these broad outcome categories, programs will enter into ASISTS specific outcomes associated with the populations of students they serve.</p>	

NYRS Features

1. Both systems record performance in ASISTS
2. Both systems have strong accountability (ITAP, corrective action) with parallel time frames and parallel outcomes: performance, enrollment, EPE generation
3. Separate report cards issued at the same time
4. Ranking of report cards are homogeneous (e.g., only NYRS programs ranked for NYRS report card)
5. NYRS individuals served will be referred to as “students”; WIOA individuals will be referred to as “participants.”
6. If students are included in both funding cohorts, NYRS and NRS, then NRS performance standards prevail

<p>New York’s Reporting System TABE</p> <table border="1"> <tr><td>NYRS 1: Beginning ABE Literacy</td><td>0 to .9</td></tr> <tr><td>NYRS 1.5: Post Beginning ABE Literacy</td><td>1.0 to 1.9</td></tr> <tr><td>NYRS 2: Beginning ABE</td><td>2.0 to 2.9</td></tr> <tr><td>NYRS 2.5: Post Beginning ABE</td><td>3.0 to 3.9</td></tr> <tr><td>NYRS 3: Low Intermediate ABE</td><td>4.0 to 4.9</td></tr> <tr><td>NYRS 3.5: Post Low Intermediate ABE</td><td>5.0 to 5.9</td></tr> <tr><td>NYRS 4: High Intermediate ABE</td><td>6.0 to 7.0</td></tr> <tr><td>NYRS 4.5: Post High Intermediate ABE</td><td>7.1 to 8.9</td></tr> <tr><td>NYRS 5: High Intermediate ESL</td><td>9.0 to 10.9</td></tr> <tr><td>NYRS 6: Advanced ESL</td><td>11.0 to 12.9</td></tr> </table>	NYRS 1: Beginning ABE Literacy	0 to .9	NYRS 1.5: Post Beginning ABE Literacy	1.0 to 1.9	NYRS 2: Beginning ABE	2.0 to 2.9	NYRS 2.5: Post Beginning ABE	3.0 to 3.9	NYRS 3: Low Intermediate ABE	4.0 to 4.9	NYRS 3.5: Post Low Intermediate ABE	5.0 to 5.9	NYRS 4: High Intermediate ABE	6.0 to 7.0	NYRS 4.5: Post High Intermediate ABE	7.1 to 8.9	NYRS 5: High Intermediate ESL	9.0 to 10.9	NYRS 6: Advanced ESL	11.0 to 12.9	<p>National Reporting System TABE</p> <table border="1"> <tr><td>NRS 1: Beginning ABE Literacy</td><td>0 to 1.9</td></tr> <tr><td>NRS 2: Beginning ABE</td><td>2.0 to 3.9</td></tr> <tr><td>NRS 3: Low Intermediate ABE</td><td>4.0 to 5.9</td></tr> <tr><td>NRS 4: High Intermediate ABE</td><td>6.0 to 8.9</td></tr> <tr><td>NRS 5: ASE Low</td><td>9.0 to 10.9</td></tr> <tr><td>NRS 6: ASE High</td><td>11.0 to 12.9</td></tr> </table>	NRS 1: Beginning ABE Literacy	0 to 1.9	NRS 2: Beginning ABE	2.0 to 3.9	NRS 3: Low Intermediate ABE	4.0 to 5.9	NRS 4: High Intermediate ABE	6.0 to 8.9	NRS 5: ASE Low	9.0 to 10.9	NRS 6: ASE High	11.0 to 12.9
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<p>New York’s Reporting System BEST Plus 2.0</p> <table border="1"> <tr><td>NYRS 1: Beginning ESL Literacy</td><td>0 to 249</td></tr> <tr><td>NYRS 1.5: Post Beginning ESL Literacy</td><td>250 to 361</td></tr> <tr><td>NYRS 2: Low Beginning ESL</td><td>362 to 394</td></tr> <tr><td>NYRS 2.5: Post Low Beginning ESL</td><td>395 to 427</td></tr> <tr><td>NYRS 3: High Beginning ESL</td><td>428 to 439</td></tr> <tr><td>NYRS 3.5: Post High Beginning ESL</td><td>440 to 452</td></tr> <tr><td>NYRS 4: Low Intermediate ESL</td><td>453 to 484</td></tr> <tr><td>NYRS 5: High Intermediate ESL</td><td>485 to 524</td></tr> <tr><td>NYRS 6: Advanced ESL</td><td>525 to 564</td></tr> </table>	NYRS 1: Beginning ESL Literacy	0 to 249	NYRS 1.5: Post Beginning ESL Literacy	250 to 361	NYRS 2: Low Beginning ESL	362 to 394	NYRS 2.5: Post Low Beginning ESL	395 to 427	NYRS 3: High Beginning ESL	428 to 439	NYRS 3.5: Post High Beginning ESL	440 to 452	NYRS 4: Low Intermediate ESL	453 to 484	NYRS 5: High Intermediate ESL	485 to 524	NYRS 6: Advanced ESL	525 to 564	<p>National Reporting System BEST Plus 2.0</p> <table border="1"> <tr><td>NRS 1: Beginning ESL Literacy</td><td>0 to 249</td></tr> <tr><td>NRS 2: Low Beginning ESL</td><td>362 to 394</td></tr> <tr><td>NRS 3: High Beginning ESL</td><td>428 to 439</td></tr> <tr><td>NRS 4: Low Intermediate ESL</td><td>453 to 484</td></tr> <tr><td>NRS 5: High Intermediate ESL</td><td>485 to 524</td></tr> <tr><td>NRS 6: Advanced ESL</td><td>525 to 564</td></tr> </table>	NRS 1: Beginning ESL Literacy	0 to 249	NRS 2: Low Beginning ESL	362 to 394	NRS 3: High Beginning ESL	428 to 439	NRS 4: Low Intermediate ESL	453 to 484	NRS 5: High Intermediate ESL	485 to 524	NRS 6: Advanced ESL	525 to 564		
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**New York's Reporting System
BEST Literacy**

NYRS 1: Beginning ESL Literacy	0 to 10
NYRS 1.5: Post Beginning ESL Literacy	11 to 20
NYRS 2: Low Beginning ESL	21 to 37
NYRS 2.5: Post Low Beginning ESL	38 to 52
NYRS 3: High Beginning ESL	53 to 58
NYRS 3.5: Post High Beginning ESL	59 to 63
NYRS 4: Low Intermediate ESL	64 to 67
NYRS 5: High Intermediate ESL	68 to 75
NYRS 6: Advanced ESL	76 and ↑

**National Reporting System
BEST Literacy**

NRS 1: Beginning ESL Literacy	0 to 20
NRS 2: Low Beginning ESL	21 to 52
NRS 3: High Beginning ESL	53 to 63
NRS 4: Low Intermediate ESL	64 to 67
NRS 5: High Intermediate ESL	68 to 75
NRS 6: Advanced ESL	76 and ↑