

REQUEST FOR PROPOSAL (RFP)

RFP #21-011

NEW YORK STATE EDUCATION DEPARTMENT

Title: New York State High School Equivalency Testing Program

The New York State Education Department (NYSED) Office of Adult and Continuing Education Services (ACCES) is seeking proposals for the development of a paper-based and computer-based New York State High School Equivalency (NYS HSE) test that will be available for delivery in both English and Spanish, with the ability to also deliver tests fully remotely, either directly or through a subcontract, as circumstances may require.

Major provisions for this RFP include:

- Provision of a New York State High School Equivalency test
- For paper-based tests (PBT), printing and secure shipping of tests to NYSED-approved test centers
- For computer-based tests (CBT), provision of a system-agnostic test administration platform that can be used by computers to administer the test at New York State's NYSED-approved local testing locations that meet technical specifications
- Provision of testing materials and training for NYSED and test administration staff
- Provision for a contractor-developed process to manage and render decisions on accommodations requests for candidates with disabilities
- Provision of a system-agnostic test administration platform that enables fully remote access to testing, as circumstances require
- Provision for a contractor-developed process to manage and render decisions on remote testing requests
- Contractor scoring of candidate responses (including at least one essay question)
- Transfer of testing data and scores to NYSED in an agreed upon and acceptable format
- A plan to perform analysis and research within core reporting services.

The NYS HSE Testing Program must be available for implementation by January 1, 2022. However, the vendor must begin necessary preparatory work by November 1, 2021.

CBT has been slowly but steadily increasing since its launch in 2014, and it remains a goal of the NYS HSE Testing Program to expand the provision of CBT statewide, continuing to shift from PBT to CBT administration. In 2014, CBT averaged about three percent (3%) of all testing; in 2020 CBT represented slightly over thirty percent (30%) of all testing. The contractor should provide a plan that is sufficiently flexible to support CBT for all interested and eligible testing candidates and to provide CBT to the State's test centers which are able to participate. Currently correctional facilities only administer PBT. The contractor must ensure that the test can be accessed by the existing computers and infrastructure available in New York State's HSE test centers that are identified by NYSED. The contractor will provide a tool, utility, or process for test centers to use to verify the capacity of their technical infrastructure for conducting CBTs that use the contractor's test administration platform (see Attachment D).

Eligible applicants are for-profit or not-for-profit entities, including large testing companies and/or educational organizations. Eligible applicants will have demonstrated capacity to complete all required services for large-scale assessments and demonstrated experience in educational measurement, scaling and equating, score collection, standard setting, data analysis, technical reporting, CBT administration and the ability to either administer tests fully remotely, or subcontract for such.

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, with a term of five years and two months, anticipated to begin November 1, 2021, and end December 31, 2026.

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.

Components contained in RFP Proposal #21-011 are as follows:

1. DESCRIPTION OF SERVICES TO BE PERFORMED
2. SUBMISSION REQUIREMENTS
3. EVALUATION CRITERIA AND METHOD OF AWARD
4. ASSURANCES
5. ATTACHMENTS
6. SUBMISSION DOCUMENT PACKAGES A-D

Questions regarding the request must be submitted by email to RFP21-011@nysed.gov no later than the close of business April 19, 2021. Questions regarding this request should be identified as Program, Fiscal, or M/WBE. A Questions and Answers Summary will be posted to [ACCES procurement webpage](#) no later than May 3, 2021.

The following are the designated contacts for this procurement:

Program Matters

Ruth Singer

Email Address: RFP21-011@nysed.gov

Fiscal Matters

Adam Kutryb

M/WBE Matters

Brian Hackett

The following documents should be submitted by email as separate files, as detailed in the Submission section of the RFP, and must be received at NYSED no later than **May 21, 2021 by 3:00 PM Eastern Time**:

1. Package A—Submission Documents labeled **[name of bidder] Submission Documents RFP #21-011**
2. Package B—Technical Proposal labeled **[name of bidder] Technical Proposal RFP #21-011**
3. Package C—Cost Proposal labeled **[name of bidder] Cost Proposal RFP #21-011**
4. Package D—M/WBE Documents labeled **[name of bidder] M/WBE Documents RFP #21-011**

The technical, cost, submission and M/WBE proposals should be submitted using Microsoft Office or editable PDF. The email address for all the documentation is cau@nysed.gov.

Bidders are requested to submit their bids electronically. Please see the information below for instructions on submitting an electronic bid.

1. As indicated in the RFP, 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 in 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 21-011" - 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 and considered for award.
7. **Bids received after 3:00 pm Eastern Time on the due date will be disqualified.**

Glossary of Terms and Acronyms Used in this RFP

| Term | Description |
|----------------------|---|
| ACCES | NYSED's Office of Adult Career & Continuing Education Services |
| AEPP | Adult Education Programs and Policy (a unit within ACCES) |
| BOCES | Board of Cooperative Educational Services |
| CBT | Computer-Based Test |
| HSE | High School Equivalency |
| M/WBE | Minority and Women-Owned Business Enterprise |
| NGSS | Next Generation Science Standards |
| NYS | New York State |
| NYCDOC | New York City Department of Correction |
| NYSDOCCS | New York State Department of Corrections and Community Supervision |
| NYSED | New York State Education Department |
| PBT | Paper-Based Test |
| Readiness Assessment | An assessment that assists examinees to practice and prepare to see if they have the knowledge, skills, and abilities needed to pass the HSE test |
| TSA | Test Service Areas |
| Test Session | A window of time wherein a test center administers all subtests contained in one battery, from the first day of testing. |

1. DESCRIPTION OF SERVICES TO BE PERFORMED

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.

1.1 Participation Goals**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

RFP #21-011

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](#).

1.2 Background

The Office of Adult Career & Continuing Education Services (ACCES) is the program office in NYSED responsible for the issuance of High School Equivalency diplomas in NYS. ACCES serves the education and employment needs of NYS' adult residents. Within ACCES, the Adult Education Programs and Policy (AEPP) division oversees the development of adult education programs that support the entire continuum of adult literacy, English Language Learners instruction, preparation for the NYS HSE diploma, and career and technical education for out-of-school youth and adults.

While the issuance of high school diplomas has always been the purview of the states, historically, the General Educational Development (GED[®]) served as a national HSE exam and was the only national exam available for attainment of an HSE diploma from the 1940's through 2013. Beginning in 2014, other national HSE tests have been available. From 2014 to the present, NYSED has been administering the Test Assessing Secondary Completion (TASC Test[™]) exclusively, available in both PBT and CBT format, as its NYS HSE exam.

In 2014, 32 test centers located across the state piloted CBT. Currently, CBT testing accounts for approximately 30% of all HSE testing and is offered by 59 test centers. NYSED's goal is to achieve at least 50% HSE CBT by 2025. The percentage of candidates taking the exam by CBT has risen slowly but interest in CBT continues to grow. As was noted earlier, correctional facilities currently offer only PBT.

The technological requirements for HSE computer-based testing are listed in Attachment E: Minimum Technical Requirements for Computer Devices to be Used by Test Centers for CBT.

The NYS's HSE testing program, as well as the Commissioner's Regulations (Title 8 Education Department, Chapter II Regulations of the Commissioner, Subchapter E. Elementary and Secondary Education, Part 100 Elementary and Secondary Education School Program, section 100.7 relating to the State high school equivalency diploma), ensure that out-of-school youth and adults have opportunities to succeed in college and careers. The regulation provides conditions, standards, and requirements for the administration of the HSE test and the issuance of the State's HSE diploma. This regulation has been amended a number of times over the past 30 years and can be found at: [Section 100.7 of the Commissioner's Regulations](#).

Decisions to reform HSE policies and regulations are made by the New York State Board of Regents, which is the entity responsible for setting educational policy, standards, and rules for education in New York State. The Board has approved and published learning standards in seven curricular areas that are periodically reviewed and modified: Mathematics, Science, and Technology; English Language Arts; the Arts; Languages Other Than English; Health, Physical Education and Family and Consumer Sciences; Social Studies; and Career Development and Occupational Studies.

The Learning Standards are the foundation for a rigorous system of assessments designed to:

- Evaluate higher-order thinking skills and performance abilities, including planning and acquiring resources, problem-solving, conducting independent research, and producing real-world products.
- Provide information that helps teachers adapt instruction to candidates' strengths and needs; and informs candidates, parents, educators, and the general public about what candidates are expected to know and do.

The current learning standards are available at: [P12 Curriculum and Instruction website](#).

The selected HSE test should be a measure of national education standards at the high school level and should verify that examinees have knowledge in the subject areas of English language arts (ELA), mathematics, science, and social studies comparable to the minimum requirements expected from NYS graduating high school seniors. Examples of secondary national education standards for ELA and mathematics include levels D and E of The United States Department of Education Office of Vocational and Adult Education’s College and Career Readiness Standards for Adult Education available at [USDOE website under College and Career Readiness Standards for Adult Education](#) and the Next Generation Science Standards (NGSS) for science available at [Nextgenscience website](#).

1.3 Overview of Required Services

NYSED is seeking proposals for the continued implementation of an HSE test to be administered statewide. The contractor is responsible for each of the HSE tests listed in Attachment J and Attachment K of this RFP. The data in these attachments should be used to guide the contractor’s plan to provide the appropriate number of tests.

This section outlines the tasks to be completed by the contractor. The contract resulting from this RFP provides for five years of HSE test administrations: 2022 – 2026, with two months of 2021 (November-December) for necessary work to prepare for the administration to begin in January.

The purpose of all New York State assessments is to provide a fair and equitable assessment system that reliably measures the State learning standards. Because the contractor will be shipping secure materials, they must agree to abide by security restrictions set forth in Attachment A: Security Guidelines for the New York State Assessment Program.

The contractor must provide security procedures for this contract according to the guidelines in Attachment A. The contractor’s security procedures must comply with all applicable State and federal laws, and must include, at a minimum, secure measures for shipping, with ground-tracking capability, all secure and non-secure test materials to test centers and to NYSED, whenever shipment of printed materials is necessary. The contractor must not utilize email or facsimile (FAX) to transfer individual candidate information.

The contractor must host and maintain, in accordance with applicable State and federal laws, a secure file transfer protocol (SFTP) site as a means of file transfer. The vendor must also agree to navigate toward a web-based services approach for the secure transfer of data, in collaboration with NYSED, during the first two years of the contract. Access to the New York State test information on the site must be limited to the contractor and NYSED, unless further sharing with other parties is necessary and authorized in writing by NYSED.

The bidder will need to provide all calculators as a part of the contract. The bidder will identify the calculator to be used and it must be approved by NYSED. For CBT administrations, an onscreen calculator will be acceptable. All calculators will remain at the testing centers for the duration of the contract; this is therefore a one-time expense, although the vendor is expected to cover replacements of damages and lost equipment. The quantity of calculators required will be enough to meet the seating capacity of the approximately 271 NYS testing centers. The number of calculators currently being utilized for HSE testing in NYS is approximately 9,725.

1.3.1 Tentative Timeline for Required Services

All required service due dates may be changed upon NYSED’s written approval.

| November 1, 2021 - December 31, 2021 | |
|--|-----------------------|
| Activity | Due by: |
| Contractor adjusts its systems to accommodate NYSED specified testing rules, eligibility, residency and data quality editing rules | Contract commencement |

RFP #21-011

| | |
|---|---|
| Contractor submits, for review and approval: business rules for billing, file layouts, and registration, scheduling, and scoring systems | Two weeks after the contract commences |
| Orientation meeting with NYSED leadership | The first business day occurring two weeks after the contract commences |
| Contractor submits electronic monthly status reports | The last business day of the month in the month the contract commences and then on the last business day of each month thereafter |
| Bi-weekly Contractor/NYSED leadership teleconferences | The first business day occurring two weeks after the contract commences and then every two weeks thereafter |
| Contractor updates 2022 annual work plan including scoring and data transfer specifications, answer test booklet specifications, accommodations process and forms to NYSED for approval | November 19, 2021 |
| Contractor's ITS quarterly teleconference or webinar with NYSED ITS personnel | November 19, 2021 |
| Contractor provides one annual training for NYSED HSE staff on: Test content, registration, scheduling, administration, CBT administration, the accommodations process and receipt and return of materials | December 3, 2021 |
| Contractor conducts live webinars for test centers of sufficient scope and duration to detail: test content, registration, scheduling, administration, CBT administration, the accommodations process and receipt and return of materials | December 10, 2021 |
| Contractor provides and distributes 3 new test forms to all test centers for administration in 2022 | December 10, 2021 |
| Contractor provides hand-held calculators to all Testing Centers, as needed | December 10, 2021 |
| Contractor provides annual professional development plan for 2022 | December 24, 2021 |
| Provide readiness assessments in CBT and PBT formats | As negotiated by contractor and NYSED |

| January 1, 2022 - December 31, 2022 | |
|---|--|
| Activity | Date Due By: |
| Contractor submits electronic monthly status reports | The last business day of each month |
| Bi-weekly Contractor/NYSED leadership teleconferences | January 14, 2022 and every two weeks thereafter |
| Contractor's ITS quarterly teleconference or webinar with NYSED ITS personnel | The last business day of March, June, September and December |
| Contractor provides Technical Report for 2022 Test Series | June 24, 2022 |
| Contractor provides annual professional development plan for 2023 | September 23, 2022 |
| Contractor submits pre-operational 2023 forms for review | September 23, 2022 |
| Contractor submits field test items for 2023 forms for NYSED review | October 25, 2022 |
| Contractor updates 2023 annual work plan including scoring and data transfer specifications, answer test booklet specifications, accommodations process and forms to NYSED for approval | November 25, 2022 |
| Contractor provides 1 annual training for up to 25 NYSED HSE staff on: Test content, registration, scheduling, administration, CBT administration, the accommodations process and receipt and return of materials | December 16, 2022 |
| Contractor conducts updated live webinars for test centers of sufficient scope and duration to detail: test content, registration, scheduling, administration, CBT administration, the accommodations process and receipt and return of materials | December 14, 2022 |
| Contractor provides and distributes 3 new test forms to all test centers for administration in 2023 | December 14, 2022 |
| Contractor conducts one 1 annual test center survey of all test centers | December 14, 2022 |
| Contractor provides quarterly Call Center Report | The last business day of March, June, September and December |
| Contractor provides quarterly Accommodations Report | The last business day of March, June, September and December |
| Contractor provides quarterly Fully Remote Access Testing Report | The last business day of March, June, September and December |
| Provide readiness assessments in CBT and PBT formats | As negotiated by contractor and NYSED |

| January 1, 2023 - December 31, 2023 | |
|---|--|
| Activity | Date Due By: |
| Contractor submits electronic monthly status reports | The last business day of each month |
| Bi-weekly Contractor/NYSED leadership teleconferences | January 13, 2023 and every two weeks thereafter |
| Contractor's ITS quarterly teleconference or webinar with NYSED ITS personnel | The last business day of March, June, September and December |
| Contractor provides Statistical Report for 2022 Test Series and 2023 Technical Report | June 30, 2023 |
| Contractor provides annual professional development plan for 2024 | September 29, 2023 |
| Contractor submits pre-operational 2024 forms for review. | September 29, 2023 |
| Contractor submits field test items for 2024 forms for NYSED review | October 27, 2023 |
| Contractor updates 2024 annual work plan including scoring and data transfer specifications, answer test booklet specifications, accommodations process and forms to NYSED for approval | November 24, 2023 |
| Contractor provides 1 training for NYSED HSE staff on: Test content, registration, scheduling, administration, CBT administration, the accommodations process and receipt and return of materials | December 1, 2023 |
| Contractor conducts updated live webinars for test centers of sufficient scope and duration to detail: test content, registration, scheduling, administration, CBT administration, the accommodations process and receipt and return of materials | December 15, 2023 |
| Contractor provides and distributes 3 new test forms to all test centers for administration in 2024 | December 1, 2023 |
| Contractor conducts one (1) annual test center survey of all test centers | December 15, 2023 |
| Contractor provides quarterly Call Center Report | The last business day of March, June, September and December |
| Contractor provides quarterly Accommodations Report | The last business day of March, June, September and December |
| Contractor provides quarterly Fully Remote Access Testing Report | The last business day of March, June, September and December |
| Provide readiness assessments in CBT and PBT formats | As negotiated by contractor and NYSED |

| January 1, 2024 - December 31, 2024 | |
|---|---|
| Activity | Date Due By: |
| Contractor submits electronic monthly status reports | The last business day of each month |
| Bi-weekly Contractor/NYSED leadership teleconferences | January 12, 2024 and every two weeks thereafter |
| Contractor's ITS quarterly staff meeting with NYSED ITS personnel | The last business day of March, June, September and December |
| Contractor provides Statistical Report for 2023 test series and 2024 Technical Report | June 28, 2024 |
| Contractor provides annual professional development plan for 2025 | September 27, 2024 |
| Contractor submits pre-operational 2025 forms for review. | September 27, 2024 |
| Contractor submits field test items for 2025 forms for NYSED review | October 25, 2024 |
| Contractor updates 2025 annual work plan including scoring and data transfer specifications, answer test booklet specifications, accommodations process and forms to NYSED for approval | November 29, 2024 |
| Contractor provides 1 annual training for NYSED HSE staff on: Test content, registration, scheduling, administration, CBT administration, the accommodations process and receipt and return of materials | December 6, 2024 |
| Contractor conducts updated live webinars for test centers of sufficient scope and duration to detail: test content, registration, scheduling, administration, CBT administration, the accommodations process and receipt and return of materials | December 13, 2024 |
| Contractor provides and distributes 3 new test forms to all test centers for administration in 2025 | December 13, 2024 |
| Contractor conducts one (1) annual test center survey of all test centers | December 13, 2024 |
| Contractor provides quarterly Call Center Report | The last business day of March, June, September, and December |
| Contractor provides quarterly Accommodations Report | The last business day of March, June, September, and December |
| Contractor provides quarterly Fully Remote Access Testing Report | The last business day of March, June, September, and December |
| Provide readiness assessments in CBT and PBT formats | As negotiated by contractor and NYSED |

| January 1, 2025- December 31, 2025 | |
|---|---|
| Activity | Date Due By: |
| Contractor submits electronic monthly status reports | The last business day of each month |
| Bi-weekly Contractor/NYSED leadership teleconferences | January 10, 2025 and every two weeks thereafter |

RFP #21-011

| | |
|---|---|
| Contractor's ITS quarterly staff meeting with NYSED ITS personnel | The last business day of March, June, September and December |
| Contractor provides Statistical Report for 2024 test series and 2025 Technical Report | June 20, 2025 |
| Contractor provides annual professional development plan for 2026 | September 24, 2025 |
| Contractor submits pre-operational 2026 forms for review | September 24, 2025 |
| Contractor submits field test items for 2026 forms for NYSED review | October 24, 2025 |
| Contractor updates 2026 annual work plan including scoring and data transfer specifications, answer test booklet specifications, accommodations process and forms to NYSED for approval | November 28, 2025 |
| Contractor provides 1 annual training for NYSED HSE staff on: Test content, registration, scheduling, administration, CBT administration, the accommodations process and receipt and return of materials | December 5, 2025 |
| Contractor conducts updated live webinars for test centers of sufficient scope and duration to detail: test content, registration, scheduling, administration, CBT administration, the accommodations process and receipt and return of materials | December 12, 2025 |
| Contractor provides and distributes 3 new test forms to all test centers for administration in 2026 | December 12, 2025 |
| Contractor conducts one (1) annual test center survey of all test centers | December 12, 2025 |
| Contractor provides quarterly Call Center Report | The last business day of March, June, September, and December |
| Contractor provides quarterly Accommodations Report | The last business day of March, June, September, and December |
| Contractor provides quarterly Fully Remote Access Testing Report | The last business day of March, June, September, and December |
| Provide readiness assessments in CBT and PBT formats | As negotiated by contractor and NYSED |

| January 1, 2026- December 31, 2026 | |
|---|--|
| Activity | Date Due By: |
| Contractor submits electronic monthly status reports | The last business day of each month |
| Bi-weekly Contractor/NYSED leadership teleconferences | January 9, 2026 and every two weeks thereafter |
| Contractor's ITS quarterly staff meeting with NYSED ITS personnel | The last business day of March, June, September and December |
| Contractor provides Statistical Report for 2025 test series and 2026 Technical Report | June 26, 2026 |
| Contractor conducts updated live webinars for test centers of sufficient scope and | December 11, 2026 |

RFP #21-011

| | |
|--|---|
| duration to detail: test content, registration, scheduling, administration, CBT administration, the accommodations process and receipt and return of materials | |
| Contractor conducts one (1) annual test center survey of all test centers | December 11, 2026 |
| Contractor provides quarterly Call Center Report | The last business day of March, June, September, and December |
| Contractor provides quarterly Accommodations Report | The last business day of March, June, September, and December |
| Contractor provides quarterly Fully Remote Access Testing Report | The last business day of March, June, September, and December |
| Provide readiness assessments in CBT and PBT formats | As negotiated by contractor and NYSED |

1.3.2 Provision for a New York State High School Equivalency Test

The HSE is a series of subtests that must be a measure of national education standards at the high school level and must verify that examinees have knowledge in the subject areas of ELA, mathematics, science, and social studies comparable to the minimum requirements expected from New York State graduating high school seniors. The test proposed by the contractor must ensure that the HSE credential is recognized throughout the nation as an indicator of the knowledge and skills indicative of a high school graduate. The test must also include at least one essay. NYSED expects the combined testing time for the subtests to be between 300 and 400 minutes and also welcomes a testing approach that measures equivalent constructs but makes more efficient use of test time.

During the term of the contract, any proposed revisions to the test blueprint, standards measured, or test and item specifications must be submitted to NYSED for review and approval. At least 20 business days must be allowed for NYSED to conduct this review.

The contractor is required to provide an indicator of high school-level candidate performance against the contractor-identified national education standards. As part of the process to determine cut scores, each subtest must be norm-referenced to the performance of a national sample of graduating seniors and/or recent high school graduates. It is expected that cut scores will be set such that the majority of recent graduates would pass the HSE exam. Although a national test, NYS reserves the right to select its own cut score and expects the contractor to provide the psychometric data to assist the State with that decision. In order to provide three unique and comparable operational test forms each year, the contractor must have an item bank, or a plan to develop within one year an item bank, that contains at least one and three-fourths times the number of selected response items needed and two and one-half times the number of items needed for constructed-response or essay items needed for a set of five, full test batteries, i.e., a new full test battery for each contract year. Contractors may use previously used items, provided that those items are not published on any web site or in any textbook or readiness candidate review book. Approximately 25% of the items in each form should be anchor items from previous year's forms for equating purposes; these are secure items that have not and will not appear in any other product.

The HSE test must be available for administration in both PBT and CBT formats beginning January 1, 2022. Therefore, it is essential that both delivery modes are comparable, and candidates are neither advantaged nor disadvantaged by the mode of test taken. The contractor will be responsible for providing any required data for conducting the research and analysis needed to verify such comparability. Annually, one or more research studies must be conducted by the contractor, documenting the comparability of the test under PBT and CBT administration conditions.

RFP #21-011

The contractor must provide, annually, a comprehensive technical report. All draft technical reports must be subject to careful and complete editing by the contractor's editors and proofreaders before the contractor submits them to NYSED for review and approval. The technical report must include, but not be limited to:

- Documentation of the item development and review process, which should include an outline of how item specifications were created, item development and review process, and bias and sensitivity studies
- Evaluation of test content validity with summaries of the content alignment to selected standards in all subject areas
- Alignment maps between items in development and the selected standards
- Final alignment maps between each item/form and the selected standards
- Examinee demographics - summaries of the number of examinees taking each exam disaggregated by candidate gender, ethnicity, disability status, and any other relevant demographic characteristics as determined by NYSED
- Classical item analysis statistics - description of item response/omit rates; item discrimination (item-total correlations for multiple-choice keyed responses and constructed-response scores, and point-bi-serial correlations of incorrect multiple-choice distractor with the total raw score); item difficulty (p-values); proportion of examinees choosing each answer option (for multiple-choice items) or achieving each score value (for multiple point constructed-response items); and statistical criteria for item evaluation
- Item calibration and equating methodology - detailed methodology and rationale for use of IRT models; procedures employed to calibrate items; evaluate item-model fit; equate test forms; and derive candidate scores
- Item calibration and equating results - IRT-based item parameters; fit statistics; number of estimation cycles, non-converging items, and statistics; equating results, including anchor set test statistics and test characteristic curves
- Test form statistics - raw-to-scale-score conversion tables; conditional standard errors; and test reliability indices
- Inter-rater reliability, if hand scoring, – the proposal must include a plan to assess the consistency of scoring of the writing response items
- Evaluation of construct validity – the proposal must include a plan for convergent and discriminant correlation analyses
- Disaggregated test results - test raw score and scale score frequency distributions, means, standard deviations, and score ranges, for the total population of candidates and for NYSED-defined subgroups of candidates (e.g., gender, ethnicity, school, disability and accommodations status)
- Data for examinees with disabilities - data for examinees with disabilities in data calibration, scaling, and reporting
- Results of the annual research study of the comparability of the test under PBT and CBT administration conditions
- Data on the remote administration of exams, including outcomes for NYSED-defined subgroups of candidates approved by the contractor for remote testing.

All research files submitted to NYSED must contain complete candidate item-level data as well as scale scores and the demographic information necessary to replicate all analyses.

The contractor must also produce a statistical report for each year of the contract that includes New York State demographic data on who took the test, how groups performed, and pass rates.

1.3.3 Test Administration for Paper-Based Tests and Computer-Based Tests

HSE test administration in NYS is offered at various test centers including, but not limited to, the following: school districts, Boards of Cooperative Education Services (BOCES), community colleges, community-based organizations, residential facilities, and prisons and county jails. Currently there are 271 NYSED-approved HSE test centers throughout the state. NYSED categorizes these agencies as either public or nonpublic test centers. Public test centers receive remuneration from NYSED for tests administered and must be available to the general public for HSE testing. Nonpublic test centers do not receive remuneration from NYSED. Nonpublic test centers include correctional facilities and organizations that may limit their testing to individuals affiliated with

RFP #21-011

their setting. HSE public test centers may administer the HSE test at public addendum test centers that can be accessed by the public and are approved by NYSED. Public addendum test centers serve as satellite sites for either greater geographic access and/or increased access to computer-based testing in the test service area (TSA). The geographic distribution of all currently NYSED-approved NYS public HSE test centers may be found at: [ACCES HSE website](#)

The contractor must update annually the detailed work plan provided in the technical proposal for developing, providing, printing and securely shipping and/or computer delivering sufficient quantities of test batteries and ancillary materials, including calculators, to meet the demands of the NYS HSE test centers each year.

Attachment J provides the numbers of test materials and calculators provided to test centers by the contractor in past years as well as the numbers of print-based and computer-based subtests administered by NYS test centers in 2014 through 2019. Test centers will use the printed test booklets multiple times; therefore, the quality of the paper of the printed test booklets must allow for multiple uses. All HSE materials must be handled with utmost care including, but not limited to, secure delivery services, including ground tracking, file encryption, and the distribution of secure printed test materials at the contractor's sole cost and expense.

All tests and materials (used and unused) will remain the property of the contractor and will be returned to the contractor at the contractor's request.

NYSED and NYSED's approved test centers reserve the right to return, at any time, any of the said tests that are torn, damaged, or otherwise unusable, to the contractor. The contractor agrees to replace all such returned tests and materials free of charge immediately upon the return thereof during the contract year.

1.3.3.1 New York State HSE Test Battery and Subtest Forms

The contractor must produce three new forms annually of each subject test in both English and Spanish. All new forms must meet NYSED's quality control standards, as set forth in section 1.3.23, below. Attachments J and K indicate how many English, Spanish, and alternate PBT forms were provided to tests centers from 2014 through 2020, and the total number of tests administered in NYS. This data should be used to guide the contractor's plan to provide the number and type of format needed for test administrations.

The Spanish HSE editions are intended for use by those English language learners who are eligible to take the assessment in their native Spanish language. Test takers who successfully complete Spanish subtests are awarded a NYS HSE diploma in Spanish. The mathematics, science, and social studies tests are direct translations of the test from English into Spanish. The Spanish edition of the English Language Arts subtest(s) is a combination of direct translation, trans-adaptation, and parallel development. Not all components of a language arts/literacy test are directly translatable. Therefore, for some test items, it is often more appropriate to adapt items in the source language so that they are more suitable in the target language. In adapted tests, some test items are rewritten, others are replaced by more suitable items that measure the same construct, or some completely new items or item types are written.

The contractor must provide English and Spanish forms in Large Print and Braille in accordance with Attachments B, C, J, and K. Large-Print test books, manipulatives, and answer documents (which will all be approved by NYSED) must be produced in 18 point font type on 12" x 15.75" paper and spiral bound. Candidates with visual disabilities who take the HSE online should have accessibility tools available to them, including the ability to change the screen background color and magnification. See Attachment C: Specifications for Large Type and Attachment B: Specifications for Transcribing the HSE into Braille for more specifications for large-print and braille formats. The large-print version and the braille version must include descriptions of graphics, pictures, charts, cartoons, and other visual stimuli. Braille test forms must be provided in United English Braille (UEB).

RFP #21-011

Directions in English and Spanish should be available in an electronic format for candidates who require an oral administration as an allowable accommodation. In the event it is requested, a non-digitized alternative, such as an audio CD, should be made available.

The contractor should annually make available an electronic version of one English language test form, with each item signed using American Sign Language, including the directions.

Three (3) new test forms for each subtest must be provided in English for PBT and CBT each year. The contractor is required to develop alternate test forms for each subtest, as described in Attachment K. All three (3) annual forms for each subtest must be provided to test centers to administer as follows: English PBT, English CBT, Spanish PBT, Spanish CBT, English audio, Spanish audio, English large-print, and Spanish large-print. Two (2) of the English forms for each subtest must be made available to test centers to administer as United English Braille (UEB). One form must be produced in Spanish Braille. Proposals must address how the contractor will annually provide the forms and additional alternate forms for both PBT and CBT, as detailed in this RFP and listed in Attachment K.

1.3.3.1A Liquidated Damages Provisions Related to Provision of New Test Forms

NYSED expects that the contractor will exercise due diligence so that the contractor meets the submission timelines and quality control requirements stated in this contract. The contractor is expected to remedy any problem that could otherwise delay their annual submission of three new test forms (complete test batteries), including but not limited to problems with quality control as set forth in section 1.3.23 below, and or errors in test forms. Test forms will not be considered "submitted," under the contract unless such forms are complete and meet all of the requirements of the contract, including quality control requirements. The initial month that a new set of three (3) regular English edition test forms is able to be administered shall be known as the *Month of New Test Implementation* (MNTI). The first MNTI of the contract will be in January 2022, with a total of three (3) MNTI's provided during the initial contract term in accordance to meet the provision of the contract for the replacement of test forms for administration at test centers at 12-month intervals (See §1.3.3.1). Once the contractor has supplied the new set of three (3) complete test forms for administration at test centers, the 12 month "clock" will reset, using the most recent MNTI as the starting date for the next 12 month interval of the subsequent replacement test implementation.

If the contractor fails to meet the provision of the contract for the replacement of test forms for administration at test centers at 12-month intervals (See §1.3.3.1) or the contractor fails to meet the provisions of the contract for quality control (See §1.3.23) at any time, a Liquidated Damages Discount will be applied. Liquidated Damages will be calculated as a Percentage (%) Discount off the fees payable for each subtest actually administered and invoiced. This provision shall come into effect beginning February 1, 2022 and shall remain in effect throughout the entire term of the contract, including any future extensions and/or amendments. (Note that no further discount will be applied to candidates' 1st or 2nd retakes of the same subtest within the same calendar year as their initial takes, for which NYSED is not being charged, as explained on the Bid Form – Cost Proposal)

English editions: The contractor is required to submit a new set of three (3) regular English editions to test centers for administration at test centers every 12 months. In the event that new test form implementation has been delayed, NYSED will apply a Liquidated Damages Discount to each sub-test administered (excepting free retakes) during the month(s) of delay, in accordance with Chart 1 and Chart 2 below (see Example 1).

Example 1: The first MNTI is on January 1, 2022, and consists of a new set of three (3) regular English test forms in accordance with the provision of the contract for the replacement of test forms for administration at test centers at 12-month intervals (See §1.3.1). The second MNTI shall be January 2023; however, in this example the replacement set of three (3) regular English test forms are not made available by the contractor to test centers for them to administer until April 2023, resulting in a delay of the second MNTI. As indicated in Chart 2, NYSED shall apply Liquidated Damages Discounts to the price of each subtest administered (excepting free retakes) during the months of delay as follows:

- In January 2023, no discount will be applied,
- In February 2023, a 5% discount will be applied,
- In March 2023, a 10% discount will be applied,
- In April 2023, no discount will be applied, as the three new test forms were provided by the contractor to test centers for them to administer starting with the first date of this month.
- The third MNTI will be due to occur in April 2024.

| Chart 1- Liquidated Damages Applied in Each Month of Delay of the <u>First</u> Month of New Test Implementation (MNTI) of Regular English Editions | |
|---|--|
| Contract's First MNTI | Discount Applied to Subtests Administered During the Months of Delay |
| January 2022 | None |
| February 2022 | 5% |
| March 2022 | 10% |
| April 2022 | 20% |
| May 2022 | 30% |
| June 2022 | 40% |
| July 2022 and Thereafter until New Tests are Implemented | 50% |
| Chart 2- Liquidated Damages Applied in Each Month of Delay of the <u>Second</u> MNTI and <u>Subsequent</u> MNTI's of Regular English Editions | |
| Number of Months Delay Following Subsequent MNTI's | Discount Applied to Subtests Administered During the Months of Delay |
| No Delay (On Time*) | None |
| 1st Month of Delay | None |
| 2 nd Month of Delay | 5% |
| 3 rd Month of Delay | 10% |
| 4th Month of Delay | 20% |
| 5th Month of Delay | 30% |
| 6 th Month of Delay | 40% |
| 7th Month of Delay and Thereafter until New Tests are Implemented | 50% |

*Subsequent MNTI is 12 months following the month of the most recent actual implementation of a set of three new test forms.

Alternate forms (Special editions/Translations): The contractor is required to submit additional alternate forms to test centers within the time frames stated in Attachment K. In the event that the delivery of a new alternate form is not provided in a timely manner (per Attachment K), NYSED will apply a Liquidated Damages Discount to each alternate form of the test actually administered (excepting free retakes) during the months of delay, in accordance with Chart 3 (see Example 2).

Example 2: If the second MNTI of the new English edition forms is January 2023, then, in accordance with Attachment K, the English Audio set of three new forms shall be made available to test centers/candidates by March 2023. However, in this example, the English Audio test forms are not made available by the contractor to test centers for them to administer to candidates until May 2023 (2 month delay). As indicated in Chart 3, NYSED shall apply Liquidated Damages Discounts to the price of each actual English Audio subtest administered during the two months of delay as follows:

- In March 2023, no discount will be applied,
- In April 2023, a 5% discount will be applied,
- In May 2023, no discount will be applied, as the new English Audio test forms were provided by the contractor to test centers for them to administer starting with the first date of this month.

| Chart 3 - Liquidated Damages Applied in Each Month of Delay of the First MNTI and Subsequent MNTI's for all Alternate Forms** | |
|--|---|
| Month of New Test Implementation (MNTI) Period of Delay | Discount Applied to Subtest(s) Administered During the Months of Delay |
| No delay (On time**) | None |
| 1 month delay | None |
| 2 month delay | 5% |
| 3 month delay | 10% |
| 4 month delay | 20% |
| 5 month delay | 30% |
| 6 month delay | 40% |
| 7 month delay and thereafter | 50% |

**Alternate forms are listed and available in accordance with Attachment K.

1.3.3.2 Test Answer Booklets for PBTs

The answer booklet or document must correspond with the test booklets and be compatible with the system that the contractor will use to score the candidate's responses. This will probably necessitate use of a scannable answer booklet or answer document. Answer booklets must be designed to help candidates avoid making human errors associated with the mechanics of taking the test. Answer booklets must be clearly designed and labeled, uncluttered, and have a candidate-intuitive layout. The answer booklet must be able to be associated / identifiable with the individual candidate who has utilized it. This may be accomplished in a variety of ways; e.g., the answer booklet may have a serial number, lithocode, or barcode to associate it with an individual candidate. NYSED's approval of the design and layout of the answer booklet must be given prior to answer document printing and delivery.

1.3.4 Computer-Based Testing

NYSED is moving toward statewide large-scale CBT testing through a gradual shift from PBT to CBT administration. It is expected as a condition of this procurement that the contractor will work with test centers identified by NYSED to administer tests by either paper-and-pencil or computer. It will be at the discretion of the local test center and NYSED as to whether each test center will administer by PBT or CBT or both, so the contractor must be prepared to provide both PBTs and CBTs within each local test center to meet their seating capacity, and up to the statewide quantities and formats listed in Attachments J and K.

For tests administered by computer, the contractor must use existing computers within the State's test centers, provide a CBT administration software platform, and work with NYSED to ensure that the test administration software is compatible with the existing computers and infrastructure available in New York State's local test centers, as identified by NYSED. The contractor must provide a tool, utility, or process for verification, in accordance with Attachments D and E, for test centers to use to verify the capacity of their technical infrastructure for conducting CBTs that use the contractor's test administration platform. The contractor is required to ensure and verify that the test centers choosing to administer CBT meet the minimum technology requirements for software, hardware, and Internet connectivity required by the contractor for CBT administration.

See Attachment E for details on the minimum technical specifications for devices to be used for CBT. Prior to conducting computer based tests, the contractor needs to provide an online tool, utility, or process for test centers to use to verify the capacity of their technical infrastructure for conducting CBTs that use the contractor's test administration platform.

No single technical architecture for WAN, LAN, server hardware, or desktop hardware is in use by New York State local test centers. Local test centers contract with multiple Internet Service Providers (ISPs) statewide for varying levels and types of Internet connectivity. Any proposed CBT delivery solution must accommodate this variability and make use of existing technology within test centers at the time of test administration, as long as the existing technology meets the minimum specifications.

See Attachment E: Minimum Technical Requirements for Computer Devices to be used by Test centers for CBT. Technical specifications must include the following:

1. Minimum specifications for the computers on which the test is delivered;
2. Minimum specifications for any administrative computer associated with the computers on which the test is delivered (if applicable);
3. Minimum specifications for the networking associated with any computers involved in the delivery of tests (if applicable); and,
4. Minimum infrastructure specifications for Internet, printing, and any other applicable requirements involved in the delivery of the tests.

1.3.4.1 CBT Test Administration Platform

The contractor must provide a test administration platform that will be used by test-takers to take the test and by administrators to manage the testing process. The minimum specifications that should be supported are included in Attachment E. The platform must be system-agnostic, meaning that the platform can run on the computers that are in place at the State's test centers that meet the minimum specifications. NYSED recognizes that the testing platform may not run on computers that are significantly old or that have unique operating systems. Because of the diverse testing locations at which the HSE will be administered in New York State, the test administration platform proposed by the contractor will not be used at some testing locations during this contract. In these cases, a PBT must be administered. This scenario may apply to testing locations in New York State that include those dedicated to the State's prison population administered by the New York State Department of Corrections and Community Supervision, the New York City Department of Corrections (including Riker's Island), the State's county jails, and other facilities in which the HSE is administered to a population of test-takers who are prohibited from accessing the Internet.

For testing locations that can access the Internet (e.g., community colleges, adult learning centers, libraries), the test administration platform should be either connected to the Internet in real time, e.g., an entirely browser-based approach, or be able to connect to the Internet through a software program installed on individual computers that connects to databases through the Internet for the purposes of pulling items, banking scores, or other information.

1.3.4.2 Testing System Specification

The contractor is responsible for providing an online test delivery platform and an online test administration platform with the following minimum specifications:

1. Test access control

NYSED requires a system that provides candidate authentication with the ability to maintain candidate and test security, including:

- a. Candidate authentication (e.g., login ID, password) must be required to access an online test. The required authentication information for gaining access to a computer-based test must be generated only within a secure administrative system. A candidate test record must exist in the administrative system before the corresponding authentication information may be generated.
- b. Additional means of access control are required (e.g., no concurrent logins, access controls based on time and date, randomly generated authentication information)

2. Administrative access control

NYSED requires administrative authentication and access, so that test center non-technical staff can administer tests successfully. Administrative authentication (e.g., login ID, password) must be required to gain access to administer computer-based tests, view/maintain candidate data, and access candidate performance reports.

3. Security of test content and candidate data

Test security and the security of candidate data is a primary concern of NYSED. The contractor must provide a specific encryption process that has been researched and includes the following additional considerations:

- a. All test content must be encrypted at the host server and remain encrypted during all network transmissions.
- b. Only valid authentication information may enable test content to be decrypted to a viewable format. Decryption to memory only (versus being written to disk) is highly desirable by NYSED for protection of test content. No decrypted or unencrypted test content should exist on equipment outside of the hosting facility or the contractor's or NYSED's physical locations.
- c. All confidential data must be stored on computer and storage facilities maintained within the United States, using appropriate firewalls and security measures.
- d. Test content accessed via valid authentication information must be displayed only while the candidate is taking the test. Upon completing the test, any residual, decrypted test content must automatically be removed from any systems outside of the host systems.
- e. All transmissions of candidate data must occur over secure network connections that utilize authentication and encryption technologies.

4. Desktop security during testing

- a. While candidates are testing, decrypted test content must be protected through control of the desktop of the computer. Access to other applications or web sites must be disabled or disallowed while a test is being accessed. Strict controls must be maintained over operating system functionality, printing, copy and pasting, screen captures, keyboard shortcuts, right-mouse clicks, or other functionality that could compromise test content.
- b. Security on the desktop must exist equally for all existing operating systems as specified under the hardware requirements.

5. Wireless Networking

RFP #21-011

- a. Wireless networking must be secure and compatible with wireless networking standards (802.11x) but should not assume that all wireless networks have been configured as secure networks. Details of the security of the online testing solution in a wireless environment must be provided.

6. Network Availability

- a. Have an ability to continue administration during periods of network congestion or interruption that may include caching of content and responses on the local machine.
- b. Have configurable parameters for handling network congestion or interruption; e.g., timeouts, latency thresholds, etc.
- c. Respond gracefully when those thresholds are exceeded.

7. Data Interoperability

- a. The contractor must provide a specification of all of the required data to enable the administration of the online test. The contractor must accept this data in a non-proprietary interoperable format agreeable to NYSED including [Ed-Fi Alliance](#) or another format adopted by the [Common Education Data Standards \(CEDS\)](#).
- b. If no such adoption takes place, NYSED will provide demographic data and test scores in a common non-proprietary format, such as CSV. It is the contractor's responsibility to use the format provided by NYSED to integrate the NYSED data into the contractor's system.

1.3.4.3 User Interface

The contractor must provide a user interface of the test administration platform to use at the State's local test centers. Any test-taking tools that are currently available should include:

- Standardized display of text and graphics for all candidates regardless of monitor type and resolution setting.
- Ability for candidates to navigate the complete test book (forward, backward, and skipping items).
- Ability for candidates to mark a multiple-choice answer by using a pointing device or keyboard.
- Ability for candidates to change a multiple-choice answer by using a pointing device or keyboard.
- Ability for candidates to complete constructed-response items by typing their response and selecting basic text formatting options (e.g. italics, underlining).
- Ability for candidates to select and insert into their responses any necessary symbols and special characters that are not found on a standard keyboard (e.g. degree symbol, non-Latin letters, subscripts, superscripts).
- Ability for candidates to stop taking a test and, with proper authority, re-locate to another computer to login and resume taking the test. Answers should be available to be viewed and changed upon re-entering the secure test, with appropriate permission.
- Ability for candidates to view the text or graphic simultaneously with the test item stem and distractors when an item or set of items is text or graphic intensive.
- Availability of ancillary test materials for use by candidates (e.g., calculator, ruler, protractor, formula sheets, reference tables).
- Indication (on the workstation display) of the name of the candidate login used to access the test.
- Indication via a warning screen that the candidate has chosen to end their test. The warning screen should allow the candidate to return to continue taking the test.

The contractor may provide online testing environment options that support test-taking strategies, such as:

- visually eliminating one or more distractors;
- highlighting and/or underlining key words or graphics;
- flagging items as incomplete or in need of review prior to completing the test;
- indicators of which items have been answered/unanswered; and

RFP #21-011

- using online “scratch paper” with text and drawing capability.

1.3.4.4 Administrative System for CBT

The administrative system used to manage the delivery of tests must be capable of supporting the various aspects of the assessment program. These include data, test, and security management, as detailed below:

- Data Management:
 - a. Ability for administrative users to view and edit candidates and corresponding demographic information entered as part of the pre-identification process
 - b. Ability for administrative users to hand-enter candidate records prior to or at the time of testing
 - c. Capable of maintaining unique candidate test records with both optional and required data fields
 - d. Capable of maintaining both candidate-specific data fields and test-specific data fields
 - e. Capable of handling multiple individual test records for a single candidate
- Test Management:
 - a. Ability for administrative users with appropriate access to schedule candidates for online tests and generate necessary candidate login information prior to testing
 - b. Ability to manage test assignments for individual candidates such that a test may not be administered to a candidate more than one time in a test administration
 - c. Ability for authorized users to view individual candidate test information such as actual answers received, date and time of test, duration of test, etc.
 - d. Ability for authorized users to view aggregate test information by subject such as number of tests scheduled, number of tests being administered (real-time), number of tests completed, etc.
- Security Management:
 - a. Ability to control access, based on specific password-protected user accounts
 - b. Capable of secure transmission of all candidate information

1.3.4.5 System Monitoring and Reporting for Computer-Based Testing

Various types and levels of system monitoring must be implemented by the contractor to ensure the availability of the testing system and to provide NYSED with user statistics. The contractor’s system monitoring and reporting information must:

- Be conducted by the contractor, with results available to NYSED regularly and upon request.
- Provide a means for automatically monitoring system availability to end-users, including automatic notification of system warnings and/or system failures to appropriate contractor staff for corrective action.
- Provide real-time and archived users statistics to include, but not be limited to, concurrent users, concurrent candidates, number of tests scheduled, number of tests completed, etc. Statistics must be by test administration, test type, subject area, and school district, as determined by the NYSED.
- Provide regular reports of online system usage to include, but not be limited to, usage over time, browser type, operating system type, IP address, etc.
- The contractor must provide a method for the reporting of transactions at the test center and State level, including, but not limited to: number of attempted logins, number of successful logins, length of delay from attempted login to successful login, number of interrupted test administrations, number of candidate cancelled/stopped transactions, and number of successfully completed tests.
- The contractor may provide additional and alternative types of system monitoring for use by NYSED and/or to ensure system availability to end-users.

1.3.4.6 System Availability, Maintenance, and Updates for Computer Based Testing

The contractor's test administration platform must be available to test-takers, with the exception of scheduled downtime as approved by NYSED, to deliver and score tests and conduct related administrative functions. Testing in New York State takes place throughout the year and throughout the day (including evenings) on week days and on weekends.

The contractor must ensure system availability for the administration platform and must provide disaster prevention and recovery strategies and maintenance schedules that must be updated to meet the expectations of Attachment I: Service Level Agreement. The contractor must provide at a minimum:

- System Availability and Maintenance:
 - A communication plan designed to be used for planned and unplanned system outages, including communication with NYSED and test centers
 - A disaster recovery plan
- System Updates:
 - Throughout the life of the awarded contract, it is assumed the proposed online solution may change due to necessity and system enhancements. NYSED must be made aware of planned changes to the online testing system that will occur no less than six (6) months prior to the deployment of any system changes. Accurate, detailed documentation of all changes must be provided to NYSED for review at least three (3) months prior to deployment into production. The updated functionality should also be made available in a non-production test environment four (4) weeks prior to deployment for NYSED to review. Requests for exceptions to this timeline shall be presented to NYSED for case-by-case consideration.
 - System updates, system patches, and/or system enhancements that are planned, managed, and fully tested prior to deployment into production.
 - If locally installed software is part of the online testing solution, the contractor must update software that may need to be updated and ideally, updates will be automated when possible to reduce the need to configure or update individual workstations within test centers prior to administering tests.

1.3.5 Registration, Scheduling, Scoring and Reporting

The contractor must provide a registration, scheduling, and scoring and reporting systems to support the candidate, test centers, and NYSED in relation to the HSE test that the contractor provides. These systems must be designed to ensure ease of use for the end user. The scoring and scoring reporting systems must ensure accurate and efficient scoring, storage of such scores, and prompt delivery to NYSED. Additionally, the scheduling and scoring systems should allow for the candidate to electronically view a test schedule and test scores.

1.3.5.1 Online Registration and Scheduling Systems

The contractor must create and maintain an integrated online registration and scheduling system designed to securely store HSE testing records. This registration and scheduling system must have sufficient safeguards built into it to prevent the unauthorized access to a candidate's stored personally identifiable information while also being designed to offer candidate self-registration and scheduling or test center registration and scheduling options. This electronic registration and scheduling system must have safeguards that will restrict access to only NYSED-approved test centers, candidates, authorized NYSED personnel, and others, at the request of NYSED.

RFP #21-011

The online registration and scheduling system screens and programming code used by the contractor must be updatable, upon NYSED's request, so that the screens and processing protocols can meet changes to rules, regulations, or policy during the contract period. The contractor's registration system should permit the test center, examinee, and/or NYSED administrator(s) the opportunity to view choices, select an option, record the response, and store the collected data for each testing session.

The contractor must provide business rules used to create, verify, and confirm that: 1) a candidate has been electronically registered initially (one time); and 2) the process a candidate and test center will follow enables scheduling each subtest for up to two re-takes per year for each HSE test-taker. The contractor must link the registration and scheduling systems together and securely transmit data to NYSED. In doing so, the contractor must prevent record mismatches during the registration, scheduling, scoring, and data transfer processes.

The contractor must complete beta testing with NYSED and test centers before operationalizing the registration and scheduling systems, or implementing any changes to these systems, to ensure that the functional quality of the system is maintained, and to proactively resolve systems use and programming problems.

The contractor is also required to collect candidate demographic data. This data may include the candidate's name, address, social security number, date of birth, and any other data related to gender, race and ethnic background, test center code, preparation program code (if applicable), and test form. This data, along with test scores, will be provided to NYSED via a secure FTP site - or using a web services approach in collaboration with NYSED within two years after the contracts begins - within five (5) business days of administering each CBT and seven (7) business days from receipt of PBT answer booklets, and the contractor will securely transmit scores one time for a candidate for each testing session to NYSED, or establish a protocol whereby the contractor notifies NYSED of each change in scoring. The vendor must also agree to the secure transfer of data using a web-based services approach to be implemented with NYSED during the first two years of the contract.

1.3.5.1.a Customization of the Scheduling System for NYS

The contractor must provide a quality tested NYS candidate registration and scheduling system. This system ensures only those candidates who are eligible, pursuant to section 100.7 of the Rules of the Commissioner of Education, are registered to take the assessment. NYSED testing eligibility requirements should be written into the registration system so that no ineligible candidate is permitted to test. In so doing, the online registration system should identify those applicants who do not meet certain residency and age eligibility criteria. The eligibility criteria are detailed in Attachment F: NYSED Eligibility and Testing Rules, and a sample of how the criteria may be applied are provided in Attachment G: Sample Application of Testing Rules for System Design and Attachment H: Sample Data Transfer Fields. The registration system must be able to determine if the applicant is new and needs to be registered for the first time or has a prior registration and test record. The system must be programmed to eliminate, or reduce, to the extent practicable, the possibilities of individuals creating more than one unique registration identification.

The scheduling system saves the responses and transmits the data to NYSED in an approved format. The scheduling system should electronically assign all testing forms and must assure that all subtests to be taken during the same testing session are on the same testing form. The scheduling system will not permit the same form to be administered to the same examinee during two consecutive testing sessions.

In addition, the system should also identify and screen out candidates who: (1) did not meet New York State's required 60 days between testing sessions, (2) have previously taken the HSE test three times during the calendar year, or (3) had previous test form violations, before scheduling subsequent test sessions. The scheduling system should not permit a candidate under the age of 19 to test until the applicant reaches at least age 16 on the first day of testing, has met the Maximum Compulsory School Attendance Age criteria, and has an appropriate Age Eligibility code input into the scheduling system. These criteria are subject to change based upon changes in rules, regulations, or policy during the contract period, and should be updatable.

RFP #21-011

The scheduling system must allow candidates to select a test center, to request a test administration location and allow the test center to manage the scheduling request process. The contractor should incorporate NYSED's business rules on age eligibility, residency, three times a calendar year testing policy and the 60-days-between-testing-intervals policy into the registration, scheduling, and scoring systems.

1.3.5.2 Scoring and Score Reporting

The contractor must score all subtests. Completed test materials for PBTs and CBTs must be scored on a rolling basis. Score results must be securely transmitted and should be received by NYSED within seven (7) business days of either receipt of PBT or of the test administration for CBT. NYSED must receive only one file per candidate per test session, and the contractor should provide a mechanism or data field that will inform NYSED that the contractor has completed scoring each subtest for each candidate who took one or more subtests during a test session. Scheduling to test should be prohibited for individuals who do not meet NYS eligibility criteria on the first day of testing. The eligibility criteria are detailed in Attachment F: NYSED Eligibility and Testing Rules and a sample of how the criteria may be applied are provided in Attachment G: Sample Application of Testing Rules for System Design and Attachment H: Sample Data Transfer Fields.

For PBTs, the contractor will receive all completed answer sheets from the individual test centers. Upon receipt, the contractor will scan all answer sheets, score all items, sum the scores, and determine whether the test-taker has obtained a passing score.

For CBTs, the contractor must gather all data from the contractor's test administration platform, score all items, sum the scores, and determine whether the test-taker has obtained a passing score.

The contractor is responsible for identifying how essays will be scored and if hand scoring, is responsible for hiring and training raters to score the essay that is part of the test (all other items, such as multiple-choice and grid-in items, must be machine scored). If hand scoring, the contractor must ensure that raters are qualified and that raters use the rubrics and scoring guides in a consistent manner. Inter-rater reliability must be established by having, at minimum, fifteen (15) percent of the responses scored independently by two (2) separate raters. The result of this inter-rater reliability analysis must be provided to NYSED.

After the tests are scored, test results and candidate demographic data (to be determined by NYSED) must be encrypted and transferred daily to a secure file transfer protocol (FTP) site at NYSED for processing. The contractor agrees to navigate toward a web-based services approach for the secure transmission of data, in collaboration with NYSED, during the first two years of the contract. The data layout must be reviewed and approved by the Office of Information Technology Services (ITS) at NYSED at least 20 business days before it is implemented. The contractor's IT Department will discuss the file layout and system design with NYSED program staff and ITS staff prior to implementation of substantial programming changes. Contractor IT Department and NYSED ITS staff will meet quarterly to resolve data transfer issues.

The contractor and NYSED will establish an agreed-upon process in which necessary corrections and edits performed by each entity will be shared and reconciled with the other party.

It is preferred that the scheduling and reporting systems allow for the candidate to electronically view his or her test schedule and test scores.

1.3.5.3 Integration of Registration, Scheduling, Scoring and Reporting Systems

The registration, scheduling, scoring and reporting systems must be designed to interface with one another and have sufficient built-in edits and other checks and balances to ensure that each candidate creates only one unique identifier and that the correct scores and data are being reported to NYSED for each candidate. The contractor must provide edits and checks and balances within the systems to ensure that records are accurate, and that there will be no lengthy delays in scoring and score transmission.

1.3.6 Test Administration for People with Disabilities - Accommodations Testing

The contractor bears responsibility of approving test-takers requests for accommodations, and is expected to manage the testing accommodations process, including the:

- application for accommodations and supporting documents needed to apply
- review process
- communication of the decision to the candidate and test center
- documentation of the requests and the decision rendered
- process for transferring reports to NYSED

The testing accommodations process must comply with the Americans with Disabilities Act (ADA) of 1990 and updated/current federal technical guidance. Testing with accommodations to individuals with disabilities must include, but not be limited to, the following categories:

- Attention deficit/hyperactivity
- Psychological or psychiatric disorders
- Learning or other cognitive disabilities
- Physical disorders/chronic health disabilities
- Intellectual disabilities

The contractor must provide the following testing accommodations for a PBT or CBT in each language, including, but not limited to:

- Extended time
- Special location/private room/small group
- Audio recording
- Large print with extended time
- Calculator/talking calculator
- Scribe
- Supervised breaks
- Signed interpreted instructions for the deaf/hearing impaired

The contractor must provide accommodations that are appropriate for PBT and CBT administrations.

The contractor must provide information and application materials for individuals with disabilities (test accommodations guidelines) and administer the review and decision process for accommodation eligibility.

[Statistical reports for the HSE examinations administered in New York State](#) provide data on the number of examinees who were provided accommodations testing within New York State.

1.3.7 Test Administration for Fully Remote Access to Testing

Circumstances may require that a limited number of test-takers, not to exceed five-percent of all sub-tests administered, be permitted to access a fully remote option for the administration of testing. In such circumstances, the contractor must provide a fully remote option - either directly or as a subcontract - for those test-takers where in-person testing at a test center is not possible. A test-taker will be approved to participate in the fully remote testing option using criteria established by the contractor, including the requirement that the test-taker has access to a computer and other electronic devices required to participate in this option.

The contractor bears responsibility of approving test-takers requests for remote testing, and is expected to manage the remote testing process, including the:

- application for remote testing and supporting documents needed to apply
- review process
- communication of the decision to the candidate and test center
- documentation of the requests and the decision rendered

RFP #21-011

- process for transferring reports to NYSED

The remote testing process must comply with the Americans with Disabilities Act (ADA) of 1990 and updated/current federal technical guidance. Remote testing shall apply to individuals with disabilities, to include, but not be limited to, the following categories:

- Attention deficit/hyperactivity
- Psychological or psychiatric disorders
- Learning or other cognitive disabilities
- Physical disorders/chronic health disabilities
- Intellectual disabilities

The contractor must include in their reporting a listing of those who were approved for the fully remote testing option, the criteria upon which they were approved for remote testing, and the outcome of testing.

1.3.8 Professional Development, Training, and Support

The contractor must provide professional development for the HSE test, including training and materials designed to help educators and candidates understand the assessment, and to help test centers understand the processes and procedures for PBT and CBT administration. The professional development must include scheduled webinars and live training sessions, manuals for proctors and administrators, and thorough instructions on shipping and data transmission.

For the first year of the contract, the contractor must plan to begin training as close to the anticipated November 1, 2021 start date as possible, under the assumption that the first test administration will occur in January 2022.

The contractor must provide appropriate training materials for NYSED to review and approve no later than four (4) weeks prior to all trainings. The contractor must provide annually:

- A CBT and PBT test administrator/coordinator guide to NYSED and each NYSED-approved test center (CD-ROM or web-based)
- Live webinar trainings for test centers, of sufficient scope and duration to detail: test content, registration, scheduling, administration, CBT administration, the accommodations process and receipt and return of materials
- Informational material, intended for the public, on the test and interpreting test results.
- One online training for NYSED staff and HSE test administration trainers in Albany covering test design and content, registration, scheduling and scoring systems, data transfer, test administration, and the accommodations and remote testing processes.
- A plan to promote and increase computer-based testing which should detail how the contractor proposes to assist NYSED in increasing the volume and acceptance of CBT.

The contractor will be responsible for setting up webinar trainings and providing all materials needed for each webinar as well as managing the pre-registration and set-up process for the training. The contractor will record each webinar and make available the recording (in a format acceptable to NYSED) and materials to NYSED for potential posting for later viewing on a NYSED web site. The contractor may also manage its own web site that includes training and guidance documents for the assessment.

1.3.9 Computer-Based Testing Practice Test

The contractor should provide a free online practice test to allow candidates and test administration staff to become familiar with the computer-based testing environment. The practice test need not be as long as an actual operational test but should include a sample of items representing item types and should be appropriate for familiarizing candidates with each system feature that they will need to use during operational testing.

1.3.10 Readiness Assessment

The contractor must provide annually at least two readiness assessments available in both PBT and CBT formats that predict the readiness of the candidate to pass the HSE exam. The annual replacement readiness test forms must include at least 60% items new to the readiness assessments. Items from retired HSE exams are acceptable for this purpose.

1.3.11 Customer Service and Continued Support

In addition to training materials and system documentation, the contractor must provide a telephone helpline (call center) and email support for assistance with any issues connected to the NYS HSE test. The contractor must be prepared to serve as the primary provider of customer service to individuals seeking customer service for the proposed NYS HSE assessment. Test center personnel and test-takers must be able to submit concerns by telephone, email and fax. The contractor must provide support by telephone, fax and email for issues that may include, but will not be limited to: ordering, delivery, registration, scheduling, administration (including CBT administration questions and issues), or scoring. The contractor must provide technical support and consultation to NYSED and test centers throughout the life of the contract and respond to the requirements with the understanding that it is NYSED's expectation that technical support for the proposed system will be provided in a responsive manner that minimizes test center personnel and candidate burden, disruption, and inconvenience.

The contractor must provide email and toll-free customer service support by trained customer service representatives. Telephone support must be available to answer New York State inquiries Monday through Friday, year-round, from 7:00 a.m. to 7:00 p.m. EST (excluding federal holidays), throughout the entire duration of the contract. When customer service staff is not available, callers will be allowed to leave messages, and calls will be returned within two hours during regular business hours. The contractor must also provide an after-hours and weekend emergency contact number for testing centers which encounter technical difficulties while administering exams outside of the Monday – Friday customer service call center hours of operation.

The contractor will provide a Quarterly Call Center Report to NYSED that shall include administrative monitoring and tracking metrics for every hour and day that the call center is in operation, as follows:

- Average length of call
- Maximum length of call
- Calls will be classified in a mutually agreed-upon form. The number and percentage of calls achieving resolution at each of the agreed-upon classification levels will be reported
- Percent of calls achieving resolution within 1, 4, 8, and 24 hours
- Call abandonment rate
 - Definition: Number of calls that are abandoned by the caller prior to being connected to a live agent, divided by the total number of incoming calls.
 - Threshold: Eight percent
- Resolution rate
 - Definition; Percent of calls or emails requiring no further communication between the caller and the call center
 - Threshold: 95% within 24 hours of the initial request to the Call Center.
- First-call resolution average
 - Definition: Percentage of calls that do not require follow-up beyond initial contact
 - Threshold: 86%
- Service Level for telephone inquiries
 - Definition: Percentage of calls answered in a specific period of time
 - Threshold: 90% of calls answered within 20 seconds
- Average response time for telephone calls
 - Definition: Average time on hold for callers requiring to speak to a live agent
 - Threshold: Eight minutes
- Maximum response time for telephone calls
 - Definition: Number of minutes any caller has been kept on hold during the current quarter.

RFP #21-011

- Threshold: Twenty minutes
- Response time for emails
 - Definition: Percentage of emails responded to within a specific period of time
 - Threshold:
 - 90% of emails responded to within one business day
 - 100% of emails responded to within two business days
- Adherence to Schedule
 - Definition: Telephone support must be available to answer New York State inquiries from Monday through Friday, year-round, from 7:00 a.m. to 7:00 p.m. EST (excluding federal holidays)
 - Threshold: The call center will be available to answer calls during 95% of the time from 7:00 a.m. to 7:00 p.m. EST (excluding federal holidays)
 - An after-hours and weekend emergency contact number must be available for responding to technical difficulties that may arise during the administration of computer-based testing.

An electronic record of all telephone calls and emails as well as responses given to customers must be maintained. The contractor must provide reports logging the calls and emails, including the caller/emailer name, test center, preparation center, date and time of incoming call/email, summary of issue, resolution, and date and time of resolution. This electronic record must be provided to NYSED, both quarterly and upon request, in a format (e.g., a database or Excel) so that NYSED can sort by the recorded elements. This will allow NYSED to determine the frequency of issues that arise during the testing cycle. The contractor will use this electronic record to produce frequently asked question (FAQ) documents and/or inform future trainings.

Upon NYSED review of the Quarterly Call Center Report, any call center metric deemed to not meet the identified threshold will be subject to a mitigation plan mutually agreed upon by the vendor and NYSED. Failure by the vendor to implement this plan within 30 days may result in NYSED withholding the next quarterly payment.

All communications (calls, faxes, emails, etc.) received and made by customer service staff will be noted in the quarterly report sent to NYSED. The report must note the time and date of the communication, the name of the customer making the communication, the nature of the communication, the resolution of the issue addressed by the communication, and the length of time from problem notification to resolution.

The contractor must develop at least one customer satisfaction survey and administer it annually to test centers. The survey will allow test center personnel, administrators and examinees to offer feedback to the contractor, to measure and report the contractor's performance. The survey may capture information relevant to the online assessment tool used for this assessment or the test taker experience. The survey should include, but not be limited to, the following: customer satisfaction with ordering, delivery time, fill rate, response time to inquiries, resolution of problems, staff knowledge, fulfillment, security, receiving, returning, other criteria consistent with best business practice, information relevant to the online assessment tool used for this assessment, and examinee feedback about their testing experience as reported to the test center. The contractor shall compile the results of the survey and report them, with recommendations, to NYSED. Customer service issues identified as a result of the customer satisfaction survey, or at any time throughout the term of the contract, will be subject to a mitigation plan mutually agreed upon by the vendor and NYSED. Failure by the vendor to implement this plan within 30 days may result in NYSED withholding the next quarterly payment.

1.3.12 Program Management and Staffing

The contractor's personnel experience and expertise must be congruent with staff assignments for all aspects of the tasks outlined in the contract. Throughout the duration of the contract, the contractor shall provide plans and procedures for ensuring that staffing is commensurate with the project's scope of work, and immediately notify NYSED of any changes in key staffing, including changes in key staffing of any subcontractors.

1.3.13 Program Manager Responsibilities

The vendor must have a program manager through the duration of the contract who will be the central point of contact with NYSED for this contract.

The Program Manager will have the following responsibilities:

1. ensure that the work of the contract has the necessary priority to be completed with the highest quality and on time
2. hold an introductory online conference meeting with NYSED staff within thirty (30) days of final contract approval
3. hold on-line meetings with NYSED staff quarterly and/or as needed, after the initial introductory meeting
4. develop and submit an annual detailed work plan, by November of each year, for review and approval by NYSED to provide an overall analysis of the methods that the contractor will utilize to perform all aspects of the contract in the required timeframe
5. ensure that no work will be performed on the project until NYSED has approved the contractor's work plan
6. maintain accurate, up-to-date information of the current status of all contractor and subcontractor work on the project, and promptly communicate such information to NYSED
7. coordinate and participate in bi-weekly conference calls, as needed, and requested by either NYSED or the contractor, to discuss the project status and any issues related thereto
8. provide meeting minutes that include decision points and expected timelines for implementing those decisions to NYSED within one (1) week following each quarterly review meeting and following each bi-weekly meeting, as needed and as requested by either NYSED or the contractor.
9. submit monthly status reports to electronically update NYSED on all phases of the development and implementation of the project and progress made in accordance with the detailed project plans and contractual requirements, including the following:
 - a. a current detailed listing of all work and activities completed and in progress, with corresponding dates;
 - b. a detailed list of upcoming work;
 - c. a list of all information needed from NYSED in order for work to proceed;
 - d. external dependencies, if any, which may affect the schedule, and the variance by which they would affect the schedule; and
 - e. all dates must correspond to all timelines and schedules for deliverables.
10. submit all deliverables and other work products to NYSED in the manner designated by NYSED for review and approval prior to any release or distribution by the contractor
11. get verification that all materials have been proofread appropriately for errors; proofing plans must include contingency plans for error correction at each stage of test development and production. The vendor will design and maintain contingency plans for expedited delivery of materials to correct any materials that do not conform to test specifications, should any such issues arise. If a non-conformance is detected, depending on the scope and type of the error, the vendor will deploy a revision reprint process and ship corrected materials within five working days, at its own expense.
12. submit materials to NYSED at least five business days prior to the release date, or according to a mutually agreed upon timeline to allow for appropriate review
13. oversee the development and implementation of changes as necessary to ensure that the project remains within specified scope and is within time, cost, and quality objectives

1.3.14 Notification Procedures

In the event that a problem or potential problem arises with regard to quality, timeliness, security, or any other issue with respect to deliverables and services at any time during the contract term, regardless of when the problem arises, the program manager must immediately notify NYSED's Director of High School Equivalency, or her or his designees, via telephone and in writing, of the issue and the contractor's proposed solution and related timeline, and shall also include the issue and NYSED-approved solution on any subsequent report(s).

In the event that a delay in performance occurs as a result of a force majeure, the affected party will contact the other party in writing as soon as the delay is known and provide a written contingency plan. The non-affected party acknowledges that the affected party will not be held liable for failure to perform any provision of the contract if such failure is caused by a force majeure. Should such events occur, the contractor will use financially reasonable efforts to overcome the difficulties and will resume work as soon as reasonably possible.

RFP #21-011

Notwithstanding the foregoing, if the force majeure continues beyond thirty (30) days, the parties shall decide on an appropriate course of action that will permit fulfillment of the parties' objectives hereunder.

1.3.15 NYSED Review

NYSED shall have opportunity to review and provide comment on all aspects of the work detailed in this RFP, including, but not limited to, all materials (including calculators, both hand-held and computer-based), products, and services produced by the contractor; PowerPoint™ presentations, conversion charts, and all other printed and electronic materials produced for this project; all test forms produced in braille or large type, before final copies are provided to candidates; all development and operational plans for scaling and equating and standard setting; all schedules, including training schedules, rollout schedules, implementation schedules and scoring/reporting schedules; all reports, including technical reports and score reports. Field test items and pre-operational forms must be submitted to NYSED for their review and comment, in accordance with the work plan. If the contractor does not accept NYSED's recommendations, upon NYSED's request, the contractor will meet or teleconference and justify its decisions.

Any changes to services or deliverables under this procurement must be in accordance with a written description that clearly justifies the need for the change and that identifies the rationale for the change. The New York State Office of the State Comptroller is the only entity that has the authority to approve the modification of an agreement between NYSED and a contractor. No work that is not already contracted for should be started by a contractor prior to its official approval by NYSED and the Office of the State Comptroller.

1.3.16 Liquidated Damages

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 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.

1.3.17.1 Requirements of Education Law Section 2-d

The Contractor agrees to comply with FERPA, New York State Education Law § 2-d, and the New York State Data Privacy Appendix R, the terms of which are posted separately, and which shall also be part of the Contract.

1.3.17.2 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.

1.3.18 Monitoring and Evaluation

NYSED will monitor and evaluate the progress of the contractor in meeting contract specifications, through pre-arranged conference calls and review of the contractor's biweekly meeting minutes and monthly reports. This evaluation will emphasize the psychometric appropriateness of all aspects of the project and the contractor's ability to continue to meet timelines and supply deliverables.

RFP #21-011

The contractor will retain and update records and accounts on a monthly basis and must be able to prepare and submit statistical, narrative, and/or financial summaries related to the contract resulting from this RFP, as requested by NYSED. The contractor will provide ad hoc data reports within five (5) business days.

1.3.19 Contract Period

NYSED will award one contract pursuant to this RFP with a five year and two month contract period, anticipated to begin November 1, 2021 and end December 31, 2026.

1.3.20 CPI Adjustment

The cost agreed upon during the contract term for exam administration may be increased or decreased by the same percentage as the change in the Consumer Price Index (all items) for All Urban Consumers (CPI-U) as reported by the U.S. Department of Labor Bureau of Labor Statistics in the CPI Detailed Report.

1.3.21 Contract Transition

Upon completion or termination of the contract awarded as a result of this RFP, the contractor agrees to use its best efforts to assist NYSED in completing an efficient transition to any successive contractor and/or NYSED. This shall include, but not be limited to, assisting NYSED in developing and implementing a feasible transition plan and providing any information reasonably useful to and requested by NYSED in advance of the anticipated expiration, cancellation, or termination of the contract. The contractor agrees to cooperate fully with any successive contractor and NYSED and refrain from any activity that would interfere with the successful implementation of an efficient transition.

The contractor shall provide all items, reports, data, equipment, and materials related to the project and owned by NYSED in the contractor's possession, and any information useful to and requested by NYSED in developing an RFP for a successive contractor. The contractor will work with NYSED to determine the method of providing data that will optimize the reuse of this data by NYSED or any successive contractor. The contractor will also provide NYSED with a list of all computer programs and software tools necessary to allow an end user to read and export any data provided by the contractor under this contract.

1.3.22 Ownership

The parties acknowledge that the Contractor owns all materials related to the assessment, including, but not limited to, test questions, administration manuals, and future updates. The parties further acknowledge that the Agreement resulting from this RFP and all of its attachments, once signed, is a public document and may be disclosed to third parties by NYSED. The Contractor agrees that NYSED may use its name and/or mark, the name of the test, and descriptions of the test (which shall not include secure information) for education-related purposes, including, but not limited to, providing information to the public about the test, the availability of the test, obtaining test locations or advertising the locations where the test will be administered, reports about testing, and answering questions about the test and diplomas for successful candidates. NYSED may also use and disclose, and authorize others to use or disclose, solely for educational purposes, any data resulting from administration of the tests, including but not limited to candidate information, location of administration of the test and scores, to the extent permitted by law and in compliance with all applicable State and federal confidentiality laws and regulations.

Except as otherwise noted in this RFP, the contractor agrees that it will not disclose to any third party any data received from NYSED that could reasonably be used to identify a particular individual. Disclosure shall include releasing individual record data, or aggregated data that have less than five (5) data elements per cell or for which the data elements per cell comprise 100% of the subject population.

All processes, procedures, methodologies, software, and trade secrets of the contractor that were developed and owned by the contractor prior to the date of this contract, including any modifications or revisions thereof, are and shall remain the intellectual property of the contractor. In the event that the contractor has a pre-existing proprietary product that meets New York State's specifications, the contractor may propose to provide such pre-

RFP #21-011

existing proprietary product to satisfy the requirements of this RFP for those HSE tests. If the contractor proposes a pre-existing proprietary product, the parties acknowledge that the contractor owns all materials related to the assessment, including, but not limited to, test questions, administration manuals, and future updates. The contractor agrees that NYSED may use the contractor's name and/or mark, the name of the test, and a description of the test (which shall not include secure information), for education-related purposes, including, but not limited to, providing information to the public about the test, reports about the test, and answering questions about the test. NYSED may also use and disclose, and authorize others to use or disclose, solely for educational purposes any data resulting from administration of the tests, to the extent permitted by law and in compliance with all applicable State and federal confidentiality laws and regulations.

All personally identifiable data provided by test takers during the registration for or administration of the test, and all test data resulting from administration of the test (including but not limited to test scores) shall belong to NYSED. Any personally identifiable data in the possession of the contractor must be destroyed as soon as it is no longer needed for the purposes set forth in this Agreement, in compliance with the requirements of FERPA, and the contractor shall provide written confirmation of destruction.

Any data compilations created by the contractor that contain solely de-identified data; i.e., do not contain personally identifiable information, including, but not limited to, aggregated data that have fewer than five data elements per cell or for which the data elements per cell comprise 100% of the subject population, need not be destroyed and can be used for other research purposes, with the prior written consent of NYSED.

If the winning contractor will be using a pre-existing product to satisfy requirements of the RFP, the parties agree that such preexisting work shall not be "work produced pursuant to the contract" and that contractor will grant to NYSED a non-exclusive, royalty-free license to use the pre-existing product during the term of the contract. Such pre-existing product shall be clearly labeled as such prior to commencement of the contract term; any ambiguity will be resolved in favor of the State.

1.3.23 Construction of Examination/Defense of Examination

The Contractor agrees to cooperate with NYSED with respect to any challenge to an examination, including its development, administration, scoring, etc. and, if necessary, provide, at no expense to NYSED, experts, evidence, witness testimony, or other documentation necessary, within reason, to refute a challenge to the validity, reliability, cultural fairness, or any other aspect of the development or administration of the examination with which the contractor was associated or which pertains to the contractor's responsibilities under the terms of the contract resulting from this RFP for a minimum of five years after a particular test item, test form, or field/operational test is administered.

1.3.24 Quality Control

NYSED has exacting standards for its assessment program, and will impose stringent quality controls on this contract work. NYSED requires that the contractor who conducts contract work to agree to:

1. Work cooperatively with other contractors performing work for NYSED, as requested by NYSED
2. Produce deliverables as appropriate and according to the work plan agreed upon with NYSED
3. Provide NYSED with evidence that the test adequately measures an identified set of education standards and the minimum requirements needed for graduation in New York State, and are psychometrically sound and defensible.
4. Institute a plan for error correction for each phase of the test development and administration cycle.
5. Implement a plan for monitoring item exposure.

RFP #21-011

Contractor agrees to work with NYSED to ensure that, at all times during the period of administration, the test meets NYSED's standards for quality control. Contractor agrees that any failure to do so will result in damages in accordance with section 1.3.3.1A, above.

1.3.25 Payments

In full consideration for the services to be provided by the contractor to the State under the terms of this agreement the State agrees to reimburse the contractor at the cost per subtest administered as specified in §6.3.1 Bid Form – Cost Proposal. Reimbursement to the contractor for all required special editions of the subtests as well as for any additional alternate language editions the contractor may propose to provide shall be at the same cost as for the regular English edition. The cost for paper-based and computer-based administrations shall also be the same. As indicated on the Bid Form, the contractor agrees that NYSED will not be charged for any candidate's 1st or 2nd retake of the same subtest within the same calendar year as their initial take. The contractor also accepts that NYSED makes no guarantee as to the number of administrations that will occur in any calendar year and will only pay for actual exams administered.

Payments shall be made in the ordinary course of State business upon receipt and approval of invoices in a form and having content satisfactory to the Commissioner of Education. The contractor will submit an invoice on a quarterly basis. Quarterly periods shall be calendar based and will end on March 31th, June 30th, September 30th, and December 31st. All invoices submitted for payment must include the number of subtest administrations from the prior calendar quarterly period – itemized by date and test center, along with the subtest fee that corresponds to the executed contract budget. Invoices should reflect only actual test administrations.

A three-month reconciliation period at the end of each calendar year will be conducted of the quarterly invoices submitted by the contractor to identify any over or under payments, and to verify that the contractor's data and file transfer system, and within the first two years of the contract, a web-based services approach, between the contractor and NYSED is complete and accurate. If the contractor has not earned such amount, the contractor will return to the State any excess payment within 30 days of each reconciliation period. If the contractor has earned more than such amount, the State will pay the amount due within 30 days of each reconciliation period.

Quarterly invoices will be approved for payment only after all activities or deliverables scheduled for the calendar quarter of the invoice have been completed and approved by NYSED. These required services include, but are not limited to: provisions for reports; trainings; test items; forms; and services associated with the test administration, including adherence to a plan to address any unmet customer service metric thresholds outlined in § 1.3.11 *Customer Service and Continued Support* (see also § 1.3.1 *Tentative Timeline for Required Services*). Payments will be made for properly submitted invoices based upon receipt and approval by NYSED and are subject to review and audit by NYSED and the NYS Comptroller's Office.

1.3.26 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.

1.3.27 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.

1.3.28 Staff Changes

The contractor will maintain continuity of program manager and key contractor staff throughout the course of the contract. Any changes in staff may be subject to NYSED approval.

1.3.29 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:

RFP #21-011

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.

7. Contractor shall agree, as a condition of entering into said contract, to be bound by the provisions of Article 15-A, §316.
8. Contractor shall include the provisions set forth in paragraphs (6) and (7) above in every subcontract in a manner that the provisions will be binding upon each subcontractor as to work in connection with this contract.
9. Contractor shall comply with the requirements of any federal law concerning opportunities for M/WBEs that effectuates the purpose of this section.
10. Contractor shall submit all necessary M/WBE documents and/or forms as described above as part of their proposal in response to NYSED procurement.
11. The percentage goals established for this RFP are based on the overall availability of M/WBEs certified in the particular areas of expertise identified under this RFP. These goals should not be construed as rigid and inflexible quotas that must be met, but as targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire Minority and Women-Owned Business Program work.
12. Contractor shall ensure that enterprises have been identified (M/WBE 102) within the Utilization Plan, and the contractor shall attempt, in good faith, to utilize such enterprise(s) at least to the extent indicated in the plan, as to what measures and procedures contractor intends to take to comply with the provisions of the Article.
13. Upon written notification from NYSED M/WBE Program Unit as to any deficiencies and required remedies thereof, the contractor shall, within the period of time specified, submit compliance reports documenting remedial actions taken and other information relating to the operation and implementation of the Utilization Plan.
14. Where it appears that a contractor cannot, after a good faith effort, comply with the M/WBE participation requirements, contractor may file a written application with NYSED M/WBE Program Unit requesting a partial or total waiver (M/WBE 101) of such requirements setting forth the reasons for such contractor's inability to meet any or all of the participation requirements, together with an explanation of the efforts undertaken by the contractor to obtain the required M/WBE participation.

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

- I. Whether the contractor has advertised in general circulation media, trade association publications and minority-focused and women-focused media and, in such event;
 - a. Whether or not the certified M/WBEs which have been solicited by the contractor exhibited interest in submitting proposals for a particular project by attending a pre-bid conference; and
 - b. Whether certified businesses solicited by the contractor responded in a timely fashion to the contractor's solicitations for timely competitive bid quotations prior to the contracting agency's deadline for submission of proposals.
- II. Whether there has been written notification to appropriate certified M/WBEs that appear in the [Empire State Development website](#).

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

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

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

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

2. PROPOSAL SUBMISSION

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

2.1 Submission Document Packages to Be Submitted with this Proposal

The proposal submitted in response to this RFP must include the following **Proposal Submission Document Packages A-D** 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), or if the size limit is reached, broken up into the least number of files or emails necessary and labeled accordingly (e.g. email/package 1 of 2):

Package A. Submission Documents bearing an original signature

Package B. Technical Proposal

Package C. Cost Proposal bearing an original signature

Package D. M/WBE Documents bearing an original signature

The proposal must be received by **May 21, 2021, by 3:00 PM** at NYSED 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 Submission Documents.

RFP #21-011

2.1.1 Package A— Submission Documents

All bidders should complete the Application Checklist in Submission Documents and submit forms and required narratives in the order listed in the checklist. The original completed Submission Documents must be emailed and labeled **[name of bidder] Submission Documents RFP #21-011**

2.1.2 Package B—Technical Proposal

70 total points

Instructions for Technical Proposal:

The original completed Technical Proposal must be emailed and labeled **[name of bidder] Technical Proposal RFP #21-011** and must include the following:

1. Project Description
2. Plan of Work
3. Resumes
4. Appendix R: Data Privacy Appendix (posted separately)

Each Technical Proposal Package received by the deadline will be reviewed and rated on the quality and extent to which the contractor meets the criteria enumerated as follows:

1. Test Development Procedures

(15 total points)

1.a Test Development Requirements

(Maximum 10 points)

Refer to §1.3.2 Provision for a New York State High School Equivalency Test

Successful proposals will describe:

- the contractor-identified national education standards and how these will be measured at the high school level
- the type of essay and scoring rubrics which will be used
- the plan to ensure the proposed test is available and provided in both PBT and CBT formats, beginning with the availability of the first administration on January 1, 2022.

Refer to §1.3.3.1 New York State HSE Test Battery and Subtest Forms

Successful proposals will include a detailed work plan describing the bidder's process to produce three new forms annually of each subject test in both English and Spanish.

Refer to §1.3.3.2 Test Answer Booklets for PBTs

Successful proposals will include a detailed description of the design for proposed HSE test answer booklet.

Refer to §1.3.15 NYSED Review

Successful proposals will include a detailed plan describing how the bidder will collaborate with NYSED to review testing procedures, materials, and other test products, including, but not limited to:

- all materials, products and services produced by the contractor, including PowerPoint™ presentations, conversion charts, and all other printed and electronic materials produced for this project

RFP #21-011

1.b. Field testing, Technical Report, Statistical Reports, and Item Bank (Maximum 5 points)

Refer to §1.3.2 Provision for a New York State High School Equivalency Test

Successful proposals will:

- contain detailed blueprints, including each standard measured and the allocated percentages assessed for domains and subdomains for each subject area
- contain detailed procedures used to determine cut scores and how each subtest will be norm-referenced to the performance of a national sample of graduating seniors and/or recent high school graduates
- provide a detailed plan describing the bidder’s procedures for providing or developing an item bank that contains at least one and three-fourths times the number of selected-response items and two and one-half times the number of constructed-response or essay items needed for a set of five, full test batteries, i.e., a new full test battery for each contract year.
- describe how the bidder will conduct one or more research studies, annually, that documents the comparability of the test under PBT and CBT administration conditions
- describe the plan to provide an annual comprehensive technical report, detailing what will be included in the report

2. Test Administration Procedures for PBT and CBT (20 total points)

2.a Operational Test Administration Procedures for PBT and CBT (Maximum 15 points)

Refer to §1.3. Overview of Required Services

Successful proposals will include detailed security procedures describing how the bidder will provide security measures when handling large scale testing products.

Refer to §1.3.3 Test Administration for Paper-Based Tests and Computer-Based Tests

Successful proposals will provide a valid, complete, and comprehensive five -year and two month detailed work plan that is aligned with a detailed timeline for each year of the contract.

Refer to §1.3.24 Quality Control

Successful proposals will include a quality control plan that describes how the bidder will comply with NYSED’s standards for its assessment program.

2.b Computer-Based Delivery System

(Maximum 5 points)

Refer to §1.3.4 Computer-Based Testing

Successful proposals will describe how the bidder will accomplish the computerized delivery of tests by using the existing technology at the State’s local test centers.

Refer to §1.3.4.1 CBT Test Administration Platform and §1.3.4.2 Testing System Specification

Successful proposals will provide a thorough description of the bidder’s existing test delivery and test administration platforms currently available and under development.

Refer to §1.3.4.3 User Interface

Successful proposals will describe and provide screen shots of the proposed user interface of the test administration platform to demonstrate how the interface is appropriate for use at the State’s local test centers.

RFP #21-011

Refer to §1.3.4.4 Administrative System for CBT

Successful proposals will describe how the bidder's administrative platform for the proposed test will manage various aspects of the assessment program including data, test, and security

Refer to §1.3.4.5 System Monitoring and Reporting for Computer-Based Testing

Successful proposals will describe what types and levels of system monitoring will be provided to ensure availability of the testing system and what types of information will be available to NYSED.

Refer to § 1.3.4.6 System Availability, Maintenance, and Updates for Computer-Based Testing

Successful proposals will detail the proposed approach for administering the test on computers that are and are not connected to the Internet during the administration of the test, including:

- System Availability and Maintenance
- System Updates

3. Design and Integration of Registration, Scheduling, and Score Reporting Systems

(15 total points)

3.a Registration and Scheduling Systems

(Maximum 5 points)

Refer to §1.3.5.1 Online Registration and Scheduling Systems

Successful proposals will describe how the bidder will create and maintain an integrated online registration and scheduling system. It is preferred that the scheduling system will allow for the candidate to electronically view a test schedule.

Refer to §1.3.5.1.a Customization of the Scheduling System for NYS

Preference will be given to proposals that include descriptions of how the bidder will customize the Registration and Scheduling Systems to meet the requirements of NYS HSE Testing Regulations.

3.b Scoring and Score Reporting Systems

(Maximum 5 points)

Refer to §1.3.5 Registration, Scheduling, Scoring and Reporting and §1.3.5.2 Scoring and Score Reporting

Successful proposals will provide:

- A description of the scoring and reporting system used to support the candidate, test centers, and NYSED in relation to the bidder's proposed HSE test
- A description of the proposed scoring system and how it will allow for the candidate to electronically view test scores.

3.c Integration of Registration, Scheduling, and Score Reporting Systems (Maximum 5 points)

Refer to §1.3.5.3 Integration of Registration, Scheduling, Scoring, and Reporting Systems

RFP #21-011

Successful proposals will describe:

- the entire testing process, starting with registration, scheduling, scoring, and transmitting data to NYSED, followed by how NYSED candidate demographic information changes are accepted into the systems
- how the registration, scheduling, scoring, and reporting systems interface with one another and have sufficient built in edits and other checks and balances

4. Test Support and Services

(15 total points)

4.a Call Center, Professional Development, Training

(Maximum 5 points)

Refer to §1.3.8 Professional Development, Training, and Support

Proposals must include a professional development action plan (for the HSE test) that details a timeline that describes how and when each training and support task will be accomplished.

Refer to §1.3.11 Customer Service and Continued Support

Successful proposals will include a detailed plan describing how the bidder will provide a HSE test telephone helpline and email support for individuals and test centers.

4.b Accommodations Process and Readiness Assessment, Practice CBT, Plan to Increase CBT **(Maximum 10 points)**

Refer to §1.3.6 Test Administration for People with Disabilities - Accommodations Testing

Successful proposals will provide a plan that demonstrates the bidder's capability to manage the testing accommodations process that complies with the Americans with Disabilities Act (ADA) of 1990 and updated/current federal technical guidance.

Refer to § 1.3.7 Fully remote test administration

Successful proposals will convey the bidder's capability to provide, or subcontract, a fully remote administration of the exam and the criteria used to establish eligible candidates for fully remote testing, which complies with the ADA and updated federal guidance.

Refer to §1.3.8 Professional Development, Training, and Support

Successful proposals will describe a plan to promote and increase computer-based testing, which should detail how the contractor proposes to assist NYSED in increasing the volume and acceptance of CBT.

Refer to §1.3.9 Computer-Based Testing Practice Test

Successful proposals should describe the bidder's plan to provide a free online practice test and how the test will allow candidates and test administration staff to become familiar with the computer-based testing environment.

Refer to §1.3.10 Readiness Assessment

Successful proposals will describe the bidder's plan to provide, annually, at least two readiness assessments available in both PBT and CBT formats, and how these assessments will predict the readiness of the candidate to pass the HSE exam.

5. Management Capability and Staffing

(Maximum 5 total points)

Refer to §1.3.12 Program Management and Staffing

Successful proposals will provide a management plan that includes documentation that the bidder has experience in the types of standardized testing activities enumerated in this RFP.

The management plan will document the bidder's experience in the types of standardized testing activities enumerated in this RFP, such as test content development; computer-based testing; scoring of multiple-choice and constructed-response items; scaling and equating; research; test data analysis; preparation of technical reports; conducting of standard setting; capacity to complete this project through the use of their own hardware and software, except for any components that the contractor proposes to subcontract.

Key staff associated with this project (e.g., program manager and key contractor staff assigned to the account,) should be identified by name and experience, including current resumes for these key staff members, which demonstrate personnel experience and expertise that are congruent with staff assignments for all aspects of the tasks outlined in the RFP.

Refer to §1.3.13 Program Manager Responsibilities

The proposal should describe how the program manager will perform all responsibilities associated with this role. Successful proposals will identify the program manager and describe the program manager's experience, including a current resume that demonstrates experience and expertise that are congruent with all aspects of the Program Manager Responsibilities.

2.1.3 Package C—Cost Proposal

(30 total point)

The original completed Cost Proposal must be emailed and labeled **[name of bidder] Cost Proposal RFP #21-011** and must include the following:

1. **Bid Form Cost Proposal** – Reimbursed rates to contractor for administered individual subtests.
2. Subcontracting Form
3. M/WBE Purchases Form

Proposals shall be ranked and awarded points on the basis of the sum of the Cost for one Complete Battery Administered for each of the five Exam Administration Years listed on the Bid Form – Cost Proposal. The lowest bid receives the maximum points available.

2.1.4 Package D—M/WBE Documents

The original completed M/WBE Documents must be emailed and labeled **[name of bidder] MWBE Documents RFP #21-011**. 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

RFP #21-011

5. **M/WBE 101** Request for Waiver
6. **M/WBE 105** Contractor's Good Faith Efforts

No Participation-Request for Complete Waiver

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

3. EVALUATION CRITERIA AND METHOD OF AWARD

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

Criteria for Evaluating Bids

All 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.

3.1 Technical Criteria

(70 total points)

Each proposal received by the deadline will be reviewed and rated on the quality and extent to which the Bidder meets the criteria enumerated in **Section 2.1.2** of this RFP.

3.2 Financial Criteria

(30 total points)

The Financial Criteria portion of this RFP will be scored based upon the sum of the Cost for One Complete Battery Administered for each of the 5 Exam Administration years.

- 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 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.**

3.3 Method of Award

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

RFP #21-011

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.

RFP #21-011

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:

NYS Education Department
Contract Administration Unit
89 Washington Avenue
Room 501W EB
Albany, NY 12234

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:

NYS Education Department
Contract Administration Unit
89 Washington Avenue
Room 501W EB
Albany, NY 12234

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

RFP #21-011

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

Vendor Responsibility

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

RFP #21-011

Procurement Contract by NYSED and, if applicable, Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified below. NYSED employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four year period, the Offerer/bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found at [NYSED's Procurement Lobbying Law Policy Guidelines webpage](#).

Designated Contacts for NYSED

Program Office – **Ruth Singer**

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

RFP #21-011

a consulting contract on a projected basis, *Form B will be submitted each year the contract is in effect and will capture historical information, detailing actual employment data for the most recently concluded State fiscal year (April 1 - March 31).*

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

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

Public Officer's Law Section 73

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

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

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

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

(ii) officers and employees of statewide elected officials;

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

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

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

NYSED Substitute Form W-9

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

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

RFP #21-011

information on the NYSED Substitute Form W-9 to carry out the Internal Revenue laws of the United States.

Workers' Compensation Coverage and Debarment

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

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

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

PROOF OF COVERAGE REQUIREMENTS

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

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

Proof of Workers' Compensation Coverage

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

1. **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
2. **Form SI-12**– Certificate of Workers' Compensation Self-Insurance; or **Form GSI-105.2** Certificate of Participation in Workers' Compensation Group Self-Insurance; or

RFP #21-011

3. **CE-200**– Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage.

Proof of Disability Benefits Coverage

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

- a. **Form DB-120.1** - Certificate of Disability Benefits Insurance; or
- b. **Form DB-155**- Certificate of Disability Benefits Self-Insurance; or
- c. **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](#)

RFP #21-011

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 **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 Submission Documents)**

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

Full Participation-No Request for Waiver

Signatures Required

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

Partial Participation-Request for Partial Waiver

Signature Required

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

No Participation-Request for Complete Waiver

Signature Required

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

4.1 STATE OF NEW YORK AGREEMENT

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

RFP #21-011

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

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

III. Terminations

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

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

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

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

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

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

IV. Indemnification

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

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

V. Property

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

VI. Safeguards for Services and Confidentiality

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

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

RFP #21-011

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.

Attachment A: Security Guidelines for the New York State Assessment Program

1. Staff of NYSED and of contractors working with ACCES the who are responsible for transporting, receiving, or handling secure test materials or confidential data, distributing such materials to consultants, work groups, and committees, and/or coordinating and overseeing related activities with consultants must be provided appropriate guidance in order to convey the importance of maintaining the security of materials.
2. Secure test materials and data must either be under the direct physical control of authorized NYSED personnel or their designated consultants or contractor personnel or in a secure storage area, which is inaccessible to other than authorized staff, at all times. Materials may never be left at a vacant desk, in an unattended conference room, or in an unattended hotel conference room.
3. Contractors must discuss with their NYSED contact person and receive prior approval of arrangements for delivery and storage of secure materials to locations other than NYSED or the contractor's place of business.
4. Contractors must make arrangements for the secure destruction of any secure materials used during the contract process of which they wish to dispose.
5. The contractor's security procedures will include secure tracking and shipping. The contractor must use a carrier with ground-tracking capability. The contractor may not utilize electronic transfer to ship individual student information or any secure test materials, unless as authorized by NYSED on a case-by-case basis. Electronic transfer includes transfer via email, Internet, or facsimile (FAX).
6. Secure materials may never be emailed or faxed. If there appears to be a compelling reason to do so, prior approval must be obtained in writing from the NYSED Office of State Assessment.
7. The contractor will host and maintain a secure file transfer protocol (SFTP) site as a means of file transfer and agrees to work in collaboration with NYSED to navigate to a web-based services approach within two years. Access to the New York State test information on the site must be limited to the contractor and NYSED unless further sharing with other parties is authorized in writing by NYSED.
8. Photocopying of secure or confidential material must be undertaken with care. Paper jams may result in paper containing secure or confidential materials being lodged in the copier and later discovered by another user. Extreme caution must be used. The contractor's plan for photocopying must be approved by NYSED.
9. The contractor will require all of its employees and any of its subcontractors' employees who review secure materials, including but not limited to secure test questions, scoring materials, and related materials that reference secure test questions, or confidential data, or participate in committee work, scoring activities, or any other test development activities

RFP #21-011

related to the HSE, sign a non-disclosure agreement (NDA). NYSED will not provide a required form for this NDA and the contractor is required to develop its own. The contractor must retain the signed forms for at least one year beyond the end date of the contract, and promptly submit the signed forms to NYSED upon request.

RFP #21-011

Attachment B: Specifications for Transcribing the HSE into Braille

1. The individual(s) providing literary braille transcriptions under this contract must be certified by the National Library Service for the Blind and Physically Handicapped, Library of Congress (NLS) in literary braille transcribing, under the rules of Unified English Braille (UEB).
2. The individual(s) providing mathematics braille transcriptions under this contract must be certified by NLS in mathematics braille transcribing, under the rules of Nemeth Code for Mathematics and Scientific Notation, with at least a general certification in UEB.
3. The contractor/subcontractor must be able to provide literary braille transcriptions under the rules of Unified English Braille (UEB).
4. The contractor/subcontractor must provide literary, science, math, tactile, and other language translations (as needed), adhering to all current braille codes, guidelines and braille standards provided by the Braille Authority of North America (BANA) for all countries using English Braille.
5. Original transcriptions must be checked thoroughly and proofread by a reviewer, and discrepancies resolved before submission to NYSED. NYSED prefers that the literary reviewer is certified by NLS in literary braille proofreading under the rules of UEB. NYSED prefers that the mathematics reviewer is certified by NLS in mathematics braille proofreading under the rules of Nemeth Code for Mathematics and Scientific Notation, with at least a general certification in UEB.
6. Tests and related materials must be transcribed into braille in their entirety.
7. If the contractor/subcontractor is going to be using inter-point embossing (braille on both sides of the paper), the contractor/subcontractor must use paper that will prevent the braille from bleeding through, and allow for maximum embossing quality.
8. If a tactile graphic does not fit within the constraints of a standard braille page (11 inches by 11.5 inches), then foldouts must be used.
9. If a tactile graphic has information that cannot fit in the constraints of the BANA codes for tactile graphics, the contractor/subcontractor must contact NYSED to obtain prior approval to change, modify, or eliminate information contained in the printed original copy.
10. If the test contains graphics (maps, charts, diagrams, or any image used for illustration), all labels must be transcribed into braille.
11. The contractor must adhere to the Security Guidelines for the New York State Assessment Program for handling the transfer of secure documents for transcription. Test materials (printed copies, pdf files, initial and final braille copies) must be stored in a secure location.
12. All materials must be transcribed into Grade II (contracted) braille, unless otherwise specified by NYSED.
13. Any suggestions for adapting items to make them more accessible and able to be transcribed into braille more efficiently should be discussed with NYSED prior to beginning transcription.
14. The exclusion and/or prorating of items from the braille edition of the test and related material is prohibited; however, if irrelevant graphics or if graphics are too detailed to be useful as a tactile graphic,

RFP #21-011

the contractor must obtain NYSED's prior approval to change, modify, or eliminate information contained in the printed original copy.

15. The HSE test forms must be transcribed under the general rules of UEB and the rules of Nemeth Code for Mathematics and Scientific Notation. NYSED must request any change in transcription 6 months prior to the change.

Attachment C: Specifications for Large Type

1. The typeface, size and spacing should be standardized on all tests, including print contained in charts, graphs, maps, tables and other graphics and visual stimuli, using a serif-free typeface.
2. Base text size will be 18 pt., with headings and subheadings that are proportionately larger.
3. A sans serif font, such as Helvetica, should replace existing primary text fonts (New Century Schoolbook, New Caledonia).
4. Minimal use of parentheses, italics, underlining, and boldface in text.
5. Spacing between lines of print is at least 1.25 spaces.
6. Paragraphs are block-style with no indentation. The left margin should be justified, and the right-hand margin should not be justified ("flush left"/"ragged right").
7. Pages should be single-column, with one-inch margins.
8. Divided (hyphenated) words should not be used.
9. Type should be solid black with no shades of gray printed on white, ivory, cream or yellow paper with a dull finish so as not to promote glare.
10. Avoid text used over a background design or other graphical material.
11. Graphics should not only be enlarged, but maintain strong contrast and clarity. Graphics should be modified to eliminate or minimize gray shades and fills, increase contrast, and enlarge type.
12. High-quality black line art should be used instead of gray-scale or shaded drawings.
13. Page layouts should keep any referenced art together on a spread with the related questions (to avoid flipping).
14. Artist credits and other copyright information that typically appear right below graphics, illustrations and other visual stimuli shall be moved to a clearly delineated section at the bottom of the page or to an appendix whenever it is determined that such material is not relevant to the candidate's understanding of the item itself.
15. If staple binding is utilized, staples shall be placed along the spine side (instead of at the upper left corner). This will make it easier for candidates to manipulate the pages and to maintain continuity.

Attachment D: Sample Specifications for an Online Verification Tool

The following is an example of how the contractor could propose to address the types of considerations necessary to use the existing technology at local test centers. The information below is provided only as a resource to bidders and does not constitute requirements for this procurement. NYSED recognizes that the same goal could be accomplished using other tools, utilities, or processes.

Given the variability of technical architecture and hardware, the contractor may wish to propose a verification process for online testing that will address the following minimum requirements:

1. Verify the capacity of hardware for use in online testing. The verification process should evaluate details such as:
 - a. Minimum workstation specifications including memory, processor type, processor speed, disk space, and operating system.
 - b. Minimum bandwidth requirements of the online test delivery system.
 - c. Percent of bandwidth utilization at the test center.
 - d. Distinction between hard wired and wireless access, and respective impact on bandwidth
 - e. Network capacity for concurrent users during test center operating hours.
2. Allow user input to indicate the planned maximum number of concurrent tests to be administered at each test center.
3. Enable test-center-based non-technical staff to access the online technical readiness tool that produces a clear indicator (e.g., red light /green light) that any device is properly configured and able deliver the test. At a minimum this diagnostic will:
 - a. Function on all applicable operating systems, including Windows XP+, Mac OS X+, iOS4+,Linux, and Android 2.2+
 - b. Ensure proper configurations of network devices (e.g., firewall, Internet content filter, proxy server)
 - c. Verify network connectivity from the device to the Internet locations using the ports and protocols required for test administration.
4. Provide reports to include the following:
 - Date and network location.
 - Test-center-level readiness results for the entered test-center-level data.
 - Ability to view, print, and save readiness reports.

The verification tool must reflect the minimum connectivity and hardware needed for successful online testing, using the contractor's online delivery solution. The contractor could provide any servers necessary to access the tool and access to any third party solutions required for access. In the event that the verification process fails, the contractor will provide guidance to test centers to resolve issues. The tool could be available for test centers to use for benchmarking throughout the year.

Attachment E: Minimum Technical Requirements for Computer Devices to be Used by Test Centers for CBT



THE STATE EDUCATION DEPARTMENT / THE UNIVERSITY OF THE STATE OF NEW YORK /
 ALBANY, NY 12234
 OFFICE OF EDUCATIONAL DESIGN AND TECHNOLOGY
 89 Washington Avenue, Room 319 EB
 Phone: (518) 474-5461; Fax: (518) 473-2860
 Email: edtech@nysed.gov; Web: www.p12.nysed.gov/technology

**Minimum Technology Requirements for
 New York State HSE Computer-Based Testing**

The New York State Education Department (NYSED) is providing these technology requirements that NYS HSE computer-based testing centers are expected to meet. The proposed computer-based testing platform should operate within these parameters.

| | | |
|-------------------------------------|----------------------------|--|
| Operating System | Desktop / Laptop | Windows: Vista, 7, 8, 10 Mac: OSX 10.7 Linux: Fedora 16+; Ubuntu 10.4, 11.10, 12.4 |
| | Chromebook / Tablet | Chrome: Chromebook on OS v29+ iOS 8 - 10 Android 6+ Windows: Windows tablet on 8 |
| Processor | Desktop / Laptop | Intel Core 2 Duo 1.6 Ghz equivalent or higher CPU |
| | Chromebook / Tablet | Chrome: 1.6 Ghz + or equivalent iOS, Android, Windows: 1.0 Ghz dual core equivalent or higher |
| System Memory | Desktop / Laptop | Minimum 2 GB RAM Minimum 1 GB Free Storage Space |
| Supported Browsers | | Internet Explorer 11 Mozilla Firefox 38+ Google Chrome 42+ Apple Safari 8 Microsoft Edge Chrome Kiosk |
| Screen Size & Resolution | Desktop / Laptop | Recommend 11.6" or larger for desktops Minimum 1024 X 768 screen resolution |
| | Chromebook / Tablet | Minimum 10" screen size Minimum 1024 X 768 screen resolution |

RFP #21-011

| | | |
|---------------------------------------|--|--|
| <p>LAN Network</p> | | <p>Min: 802.11g Wireless 54Mbps or greater; 100 Mbps LAN for desktops / Minimum available LAN bandwidth at each workstation: 1Mbps Rec: 802.11n Wireless 150 Mbps or higher; 1 Gbps LAN for desktops / Recommended available LAN bandwidth at each workstation 2 Mbps</p> |
| <p>Internet Speed</p> | | <p>Minimum per device:300 Kbps Recommended: 300 Kbps or 3G speed</p> |
| <p>Universal Input Devices</p> | | <p>Required: Keyboard – wired or wireless/Bluetooth Optional: Pointing device, such as a mouse</p> |

NYSED CBT Technical Requirements

Attachment F: NYSED Eligibility Rules and Testing Policy

1. All subtests must be administered to candidates within a test session or a period of time during which a full battery may be administered. There are some exceptions for special accommodations.
2. Candidates must wait a minimum of 60 calendar days from the start date of the last testing session before retaking any subtest.
3. Candidates may typically take a HSE test a maximum of three times per calendar year and must test on a different form each time. Only one form may be administered to a candidate during a testing session.
4. Candidates must be New York State residents for 30 calendar days or more before taking the HSE.
5. A candidate must be 15 or older to register for the HSE test, but must be at least age 16 on the first day of a testing session to take the HSE test.
6. Candidates who are at least 16, but less than 17, on the first day of a testing session, must meet "Maximum Compulsory School Attendance Age" requirements.
 - Maximum Compulsory School Attendance Age is determined by the date that the candidate turns Age 16.
 - If the candidate turns 16 on or before June 30 of the current calendar year, he or she has met the Maximum Compulsory School Attendance Age criteria to test on or after July 1st of the current year.
 - If the candidate turns 16 on or after July 1 of the current calendar year, he or she will not meet the Maximum Compulsory School Attendance Age criteria to test before July 1st of the next calendar year.
7. There may be only one unique record for each candidate.

RFP #21-011

Attachment G: Sample Application of Testing Rules for System Design

Test and Retest Rules Application

| (A) Rule | (B) System Requirements | Screen Display or Decision Outcome |
|---|---|---|
| <p>The registration system must restrict the number of times that the same candidate can be registered to one time.</p> | <p>The registration system must be able to determine if the candidate is new and needs to be registered for the first time, or has a prior registration record and only needs to reschedule to take one or more HSE subtest(s).</p> <p>The contractor's registration system must permit the test center, candidate and/or NYSED administrator(s) the opportunity to view choices, select an option, record the response, and store the collected data for each testing session. Data transmissions to NYSED, related to each candidate's individual testing session, should be limited to one time, after all subtests have been scored, and in the same data file.</p> <p>The registration system must be able to match existing record information to incoming registration data fields, and determine if "Yes" there is a prior registration record, or "No" there is not.</p> | <p>If the candidate's information matches to an existing record the candidate is advised that he or she can only reschedule to take a HSE subtest, and not be allowed to reregister. If the candidate information does not match, the registration system allows the candidate's information to be entered and saved into the registration system.</p> |
| <p>Candidates must wait a minimum of sixty (60) calendar days from the start date of the last testing session before he or she will be allowed to retake any subtest.</p> | <p>The scheduling system must prevent a candidate from retaking any HSE subtest, if it has been less than sixty (60) calendar days from the first day of the last testing session.</p> <p>The scheduling system must calculate the number of calendar days between the first day of the last testing session and the first day of the upcoming scheduled testing session when determining the sixty (60) calendar day retest rule.</p> | <p>A candidate must wait at least 60 days between test sessions.</p> |
| <p>All subtests to be taken during the same testing session are to be on the same testing form, and a candidate will not be assigned the same test form for the same subtest more than one time during a calendar year.</p> | <p>The scheduling system will electronically assign all testing forms and automatically assign all subtests to be taken during the same testing session on the same testing form.</p> <p>The scheduling system will not permit the same form to be administered to the same candidate during two consecutive testing sessions and not more than once per calendar year.</p> | <p>The scheduling system will maintain a log of all subtests taken during each calendar year, and render a decision on form assignment.</p> |
| <p>Candidates can take a New York State HSE Test a maximum of three (3) times per calendar year.</p> | <p>The contractor's scheduling system must restrict the number of times the same candidate can take one or more subtests in a calendar year to three testing sessions.</p> | <p>The scheduling system must decide whether the candidate has tested in a testing session a total of three times during a calendar year. If the candidate has tested three times in a calendar year, the candidate will be restricted from rescheduling during that same calendar year. The scheduling system will indicate and display on screen that the candidate cannot retest during the same calendar year due to the three testing session per year rule.</p> |
| <p>Candidates must be New York State residents for thirty (30) calendar days or more before a candidate can take the HSE Test in New York State.</p> | <p>The contractor is required to transmit the stored residency data related to each candidate</p> | <p>If the candidate, test center or NYSED answers "No" to the residency question, a message should appear on screen which indicates all candidates must be a resident of New York State for 30 calendar days or more before testing and the registration system does not allow</p> |

RFP #21-011

| (A) Rule | (B) System Requirements | Screen Display or Decision Outcome |
|---|---|---|
| | | candidate to register to take the HSE test until this residency criteria is met. A "Yes" answer drops candidate down to the next question on the application. |
| To register a candidate must be of an age greater than 15 years and 305 days. | The contractor's registration system must calculate the age of the candidate on the date of registration by subtracting the date of birth from the date of registration. | If the candidate is not within sixty (60) calendar days from the date he or she reaches age 16, the registration system will prevent the candidate from registering and display a message that he or she must wait until 60 calendar days before he or she reaches age 16 to register. |
| Candidates under the age of 19 may not schedule themselves for testing. They must schedule testing through a Test center. | | If the candidate is under the age of 19, the system will prevent the candidate from scheduling a test session and display a message that he or she must contact a Test center and submit the appropriate Eligibility to Test Forms. Links to NYSED websites to locate a Test center and obtain the proper Eligibility Forms will be provided with this message. |
| To schedule a test, the system should accept confirmation that candidate meets Testing Eligibility requirements. | The system will capture whether the candidate will be over the age of 19 at the scheduled time of testing. If the candidate will be under the age of 19 at the scheduled day of testing, a prompt will remind the Test Center personnel assisting with the scheduling that the candidate must meet Maximum Compulsory School Attendance age criteria and present the appropriate Eligibility Form. The system will capture the appropriate Eligibility Code as detailed in the Data System Fields table below. | The Eligibility information will be transmitted to NYSED as part of test session data file for the candidate, after all subtests are scored. |
| Once candidates enter their data into the Registration or Scheduling System only Test Centers, the Contractor and NYSED staff can change the candidate's first name, last name, suffix, date of birth, test date, and test form assignment, in the system. Candidates can change their address. | | |

RFP #21-011

Attachment H: Sample Data Transfer Fields

| Candidate Required Fields | File Layout Minimum Filed Requirements | Possible Responses (May Change) | Required Edit and Business Rules Scheduling System must prompt for a correction and provide reason for error. | Required | Who Can Update the Field Once Data is Saved in Scheduling. |
|--|--|---|--|----------------------------|---|
| Residency | 1 Character | Yes No | Candidate must indicate he or she is a NYS resident for at least 30 calendar days prior to scheduling to take a subtest The Scheduling System saves the responses and transmits the data to NYSED in an approved format. | Yes | Candidate, Test Center, Contractor and NYSED |
| Maximum Compulsory School Attendance Age | 1 Character | Yes No (System Determined) | *Test Date minus Date of Birth determines a candidate's age at the time of testing. *Maximum Compulsory School Attendance Age applies to those candidates who are 16 or 17 years of Age on the first day of the testing session. * If candidate turned 16 years of age on or before June 30 th of the current year, then the candidate has met Maximum Compulsory School Attendance Age for subtests taken on or after July 1st of the current year. The Scheduling System records the fact that the Candidate has met or has failed to meet the Maximum Compulsory School Attendance Age, but the Candidate must still meet age Eligibility in order to test in New York State. * If candidate turned 16 years of age on or after July 1st of the current year, then the candidate will not meet Maximum Compulsory School Attendance Age for any subtests taken until July 1st of the following calendar year. The Scheduling System records the fact that the candidate has met or has failed to meet the Maximum Compulsory School Attendance Age. *For those candidates who do not meet the "Maximum Compulsory School Attendance Age" criteria, a message will appear on screen to notify the viewer that the candidate does not qualify to take the HSE in NYS at the present time. *The Scheduling System saves the responses and transmits the data to NYSED in an approved format. | Yes | Test Center or NYSED (If candidate has not met Maximum Compulsory School Attendance Age he or she cannot test) |
| Age Eligibility (16 Year Olds) | 1 Character | Drop Down Menu of Criteria 3-Candidate is enrolled in an ASHEP Program | *Candidates must meet the Maximum Compulsory School Attendance Age criteria noted above before meeting the Age Eligibility (16 year olds) criteria (3-5 and 9) in order to test in New York State. | Yes* (*If 16 Years Old) | Test Center and NYSED |

RFP #21-011

| Candidate Required Fields | File Layout Minimum Filed Requirements | Possible Responses (May Change) | Required Edit and Business Rules Scheduling System must prompt for a correction and provide reason for error. | Required | Who Can Update the Field Once Data is Saved in Scheduling. |
|---------------------------------------|--|--|---|--------------------------------------|--|
| | | <p>4-Candidate has been conditionally accepted into the US Armed Forces</p> <p>5-Candidate has been conditionally accepted into a college, university or post-secondary institution</p> <p>9-Candidate has been home schooled.</p> | <p>*Test Date minus Date of Birth determines a candidate's age at the time of testing.</p> <p>*Applies to candidates aged 16 but less than age 17 on the first day of testing.</p> <p>*Candidates Age 16 on the first day of the Testing Session who are claiming they meet Age Eligibility by reporting a "3" (ASHEP) must have a 5-Digit prep code, whose second digit is "4" or higher to qualify for Age Eligibility using this Age Eligibility Code. If it is not, the system identifies the error and prevents the next step in the scheduling system from proceeding.</p> <p>*Test Centers must indicate the Age Eligibility criteria each candidate met in the Scheduling System before the contractor sends NYSED the scores for each subtest in an approved format.</p> | | |
| Age Eligibility (17 and 18 Year Olds) | 1 Character | <p>Drop down Menu of Criteria</p> <p>0-Candidate was foreign born and never attended K-12 schools in the United States</p> <p>1-Candidate has been out of school for a year.</p> <p>2-Appliant was a member of a high school class that has graduated</p> <p>3-Candidate is enrolled in an ASHEP Program</p> <p>4-Candidate has been conditionally accepted into the US Armed Forces</p> <p>5-Candidate has been conditionally accepted into a college, university or post-secondary institution</p> <p>6-Candidate is enrolled in a Job Corps Program</p> <p>7-Candidate is incarcerated or institutionalized</p> <p>8-Candidate is an adjudicated youth or is under the direction of a prison, jail, detention center, court, parole or probation office</p> | <p>*Test Date minus Date of Birth determines a candidate's age at the time of testing.</p> <p>*If candidate is at least 17, but less than age 19 on the first day of a testing session, a candidate must meet one of the Age Eligibility Criteria (17 and 18 Year Olds) noted in (0-9).</p> <p>*Test Centers must indicate the Age Eligibility criteria each candidate met in the Scheduling System before the contractor sends NYSED the scores for each subtest in an approved format.</p> | Yes* (*If 17 or 18 Years Old) | Test Center, Contractor and NYSED |

RFP #21-011

| Candidate Required Fields | File Layout Minimum Filed Requirements | Possible Responses (May Change) | Required Edit and Business Rules Scheduling System must prompt for a correction and provide reason for error. | Required | Who Can Update the Field Once Data is Saved in Scheduling. |
|---------------------------|--|--|--|----------|--|
| | | 9-Candidate has been home schooled. | | | |
| Test Date | 10 Characters including "/" | Drop Down Calendar where date is selected from a calendar and automatically filled-in on screen. | <p>*Test Date must be recorded as the day of testing</p> <p>*Test Date follows the following format mm/dd/yyyy.</p> <p>*Test Date minus Date of Birth determines a candidate's age at the time of testing.</p> <p>*The Scheduling System saves the test date(s) and transmits the date to NYSED in an approved format.</p> <p>*Candidate must test on date assigned.</p> <p>*At the time the Test Date is entered, the Scheduled test date must be greater than or equal to the current date.</p> | Yes | Test Center, Contractor and NYSED |
| Test Mode | 1 Character | CBT PBT | *Based upon the Test Mode chosen by the candidate, the Scheduling System records the choice and assigns the candidate to the appropriate testing session based upon Test Mode Chosen. (Ex. CBT must be assigned to a CBT testing session). | Yes | Test Center, Contractor and NYSED |
| Test Form | 1 Character | Test Form is Assigned by the Scheduling System | <p>*The Scheduling System assigns one test form to be administered during the testing session to a candidate for all subtests taken.</p> <p>*The Scheduling System prevents the same test form to be administered two consecutive times in a row across calendar years.</p> <p>*The Scheduling System restricts the number of times a Test Form can be administered per calendar year to three, regardless of form issued.</p> <p>*The Scheduling System saves the responses and transmits the data to NYSED in an approved format once each subtest is scored</p> | Yes | Test Center, Contractor and NYSED |
| Test Language | 1 Character | English Spanish | <p>*Based upon candidate's preference in Testing Language to be Administered the Scheduling System Records and stores the testing language selections.</p> <p>*The Scheduling System ensures that there is an adequate supply of testing forms (PBT) and computers (CBT) available to accommodate all subtests to be administered by Test Language.</p> | Yes | Test Center, Contractor and NYSED |

RFP #21-011

| Candidate Required Fields | File Layout Minimum Filed Requirements | Possible Responses (May Change) | Required Edit and Business Rules Scheduling System must prompt for a correction and provide reason for error. | Required | Who Can Update the Field Once Data is Saved in Scheduling. |
|---------------------------|--|--|---|----------|--|
| | | | *The Scheduling System saves the responses and transmits the data to NYSED in an approved format once each subtest is scored. | | |
| Accommodations Requested | 1 Character | Yes No | *Any candidate requesting a testing is noted in the Scheduling System by subtest. *The Scheduling System saves the responses and transmits the data to NYSED in an approved format. | Yes | Test Center, Contractor and NYSED |
| Accommodations Approved | 1 Character | Yes No | *Any candidate approved for one or more testing accommodation is noted in the Scheduling System by subtest. *The Scheduling System saves the responses and transmits the data to NYSED in an approved format. | Yes | Test Center, Contractor and NYSED |
| Accommodations Waiver | 1 Character | Yes No | *Any candidate approved for one or more testing accommodation but declines is noted in the Scheduling System by subtest. *The Scheduling System saves the responses and transmits the data to NYSED in an approved format. | Yes | Test Center |
| Braille Flag | 1 Character | Yes No | *Any candidate testing on a Braille Print form is noted in the Scheduling System by the Test Center. *The Scheduling System saves the responses and transmits the data to NYSED in an approved format. | Yes | Test Center, Contractor and NYSED |
| Audio Flag | 1 Character | Yes No | *Any candidate testing on an Audio form is noted in the Scheduling System by the Test Center. *The Scheduling System saves the responses and transmits the data to NYSED in an approved format. | Yes | Test Center, Contractor and NYSED |
| Large Print Flag | 1 Character | Yes No | *Any candidate testing on a Large Print form is noted in the Scheduling System by the Test Center. *The Scheduling System saves the responses and transmits the data to NYSED in an approved format. | Yes | Test Center, Contractor and NYSED |
| Prep Code | 5 Characters | Yes No If yes, Drop Down Menu of List of Active Prep Codes | *Any candidate who participated in an HSE preparatory program and has supplied the Test Center a T-TAF form shall have their Prep Code recorded and saved in the Scheduling System. *Candidates Age 16 who are claiming they meet Age Eligibility by reporting a "3" (ASHEP) must have a prep code, whose second digit is "4" or higher to qualify for Age Eligibility using this Age Eligibility Code. *The Scheduling System saves the responses and transmits the data to NYSED in an approved format. | No | Test Center, Contractor and NYSED |

RFP #21-011

| Candidate Required Fields | File Layout Minimum Filed Requirements | Possible Responses (May Change) | Required Edit and Business Rules Scheduling System must prompt for a correction and provide reason for error. | Required | Who Can Update the Field Once Data is Saved in Scheduling. |
|--|--|---------------------------------|---|----------|--|
| Verification of Testing on Each Subtest After Test is Administered | 1 Character | Yes No | <p>*The Scheduling System shall send daily automated email reminders to Test Centers who have failed to confirm whether a candidate took a scheduled subtest.</p> <p>*After 5 business days have elapsed since the scheduled testing date Test Centers are locked out of entering new data into the Registration and Scheduling system until they have indicated whether a candidate, in fact, took each subtest scheduled.</p> | Yes | Test Center, Contractor and NYSED |

(This space left intentionally blank.)

Attachment I: Service Level Agreement

The contractor shall deliver computer-based testing in accordance with the system availability and support outlined below.

A. System Availability: In order to ensure consistent, high quality delivery of computer-based testing, the contractor is expected to meet the system capacities and service levels established for system uptime, recovery time, response time, simultaneous user capacity, system redundancy, and other factors defined herein. These expectations collectively define System Availability to administer and support the high school equivalency exam in New York State.

Since testing is ongoing, seven days per week, the contractors will maintain a 99.95% uptime level for the online test administration and test delivery systems. Approved test centers must be able to access the system 99.95% of the time, Sunday through Saturday from 7 am to 10 pm, except as provided below for scheduled maintenance.

A. Definitions: The following definitions shall apply to the terms referenced in this paragraph:

- i. **“Uptime”** percentage will be calculated per assessment window, as follows

$$\left[\left(\frac{\text{total} - \text{nonexcluded}}{\text{total}} \right) * 100 \right] = \text{Uptime percentage}$$
- ii. **“Total”** in the numerator constitutes the total number of minutes that the service is functioning without error or disruption during the 12 hours/day (available for testing and preparation), not including weekends and national holidays in each applicable assessment window.
- iii. **“Total”** in the denominator constitutes the total number of minutes in the 12 hours/day (available for testing and preparation) multiplied by the number of days of testing in the calendar month less weekends and national holidays in each applicable assessment window.
- iv. **“Non-excluded”** constitutes the total number of minutes of System Unavailability during the applicable assessment window that is not attributable to Excluded Events and agreed upon downtime.
- v. **“System Unavailability”** will be measured as:
 - (1) the inability to access any test administration or test delivery systems from contractor’s designated monitoring locations for more than 20 minutes during the period between testing administration windows between subtests, or more than 5 consecutive minutes during an Operational Assessment Administration; or
 - (2) the inability for a test center or other authorized user to access the test administration or test delivery systems due to System Disruption(s) that might not be detected from contractor’s designated monitoring locations for more than 5 consecutive minutes during an Operational Assessment Administration.
- vi. **“Service Disruption”** is defined as an incident when, due to system slowdown, system error, system capacity, software malfunction, or other reasons within contractor’s control not including Excluded Events and agreed upon downtime, the functioning of test administration and test delivery systems fall below service expectations to a level that interrupts, prevents, or delays candidate testing or submission of tests, or prevents administrative access.

B. Available Hours: The test administration and test delivery systems will be available for user access, at minimum, Sunday through Saturday, the hours of 7:00 a.m. and 10:00 p.m. Eastern Time, with the exception of Excluded Events and agreed upon downtime.

C. Computer-based Testing Support Center Services: The contractor will provide support for all computer-based testing services. The contractor is expected to meet the following levels for expected response time, recovery time, and resolution time.

| Priority | Expected Response Time | Expected Recovery Time | Expected Resolution Time |
|----------|------------------------|------------------------|--------------------------|
| Urgent | 5 minutes | 15 minutes | 1 hour |
| High | 30 minutes | 1 hour | 1 day |
| Medium | 1 hour | 2 hours | ½ day |

D. Email Support: The contractor’s email system shall provide an automated message to any user that sends an email, indicating (1) the user should contact contractor through the telephone for testing disruption issues; and (2) the email has been received and to expect an email response as soon as possible and not later than within 24 hours. In the event a customer call center representative handles an email during a testing administration which indicates that the user is experiencing testing disruption, the call center representative will respond to the user with the direction for the user contact to contractor by telephone.

E. Help Desk Staffing Plan: The contractor will provide for NYSED’s approval a copy of the Customer Call Center staffing plan and protocols for training Call Center Support Staff. Such Plan shall detail the process by which Contractor distributes information to Call Center Support Staff during the course of a system issue to allow all staff to be aware of the status of such issues. The Contractor will provide to the NYSED a copy of the handbook and information distributed to the Call Center Support Staff for review.

F. Call Center Metrics: The Contractor’s Customer Call Center will provide administrative monitoring and tracking to NYSED of the following metrics upon request.

- i. Average length of call
- ii. Maximum length of call
- iii. Calls will be classified in a mutually agreed-upon form. The number and percentage of calls achieving resolution at each of the agreed-upon classification levels will be reported
- iv. Percent of calls achieving resolution within 1, 4, 8, and 24 hours
- v. Call abandonment rate
 - 1. Definition: Number of calls that are abandoned by the caller prior to being connected to a live agent, divided by the total number of incoming calls.
 - 2. Threshold: Eight percent
- vi. Resolution rate
 - 1. Definition; Percent of calls or emails requiring no further communication between the caller and the call center
 - 2. Threshold: 95% within 24 hours of the initial request to the Call Center.
- vii. First-call resolution average

1. Definition: Percentage of calls that do not require follow-up beyond initial contact
2. Threshold: 86%
- viii. Service Level for telephone inquiries
 1. Definition: Percentage of calls answered in a specific period of time
 2. Threshold: 90% of calls answered within 20 seconds
- ix. Average response time for telephone calls
 1. Definition: Average time on hold for callers requiring to speak to a live agent
 2. Threshold: Eight minutes
- x. Maximum response time for telephone calls
 1. Definition: Number of minutes any caller has been kept on hold during the current quarter.
 2. Threshold: Twenty minutes
- xi. Response time for emails
 1. Definition: Percentage of emails responded to within a specific period of time
 2. Threshold:
 - a. 90% of emails responded to within one business day
 - b. 100% of emails responded to within two business days
- xii. Adherence to Schedule
 1. Definition: Telephone support must be available to answer New York State inquiries from Monday through Friday, year-round, from 7:00 a.m. to 7:00 p.m. EST (excluding federal holidays)
 2. Threshold: The call center will be available to answer calls during 95% of the time from 7:00 a.m. to 7:00 p.m. EST (excluding federal holidays)
 3. An after-hours and weekend emergency contact number must be available for responding to technical difficulties that may arise during the administration of computer based testing.

Attachment J: Number of Printed Test Batteries Provided to Test Centers

| Alternate Type of Test Form | Number of Printed Test Batteries Provided to Test Centers by Contractor | | | | | | |
|--|---|--------|-------|---------------------------|-------|-------|--------|
| | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 |
| English Test Battery Standard print | 7,372 | 10,836 | 4,505 | 6,704 | 8,940 | 6,080 | 12,615 |
| English Test Battery Large print | 208 | 303 | 438 | 120 | 93 | 190 | 87 |
| English Test Battery Audio | 174 | 336 | 300 | 223 | 225 | 450 | 377 |
| English Test Battery Braille | 12 | 12 | 24 | 8 | 22 | 24 | 10 |
| Spanish Test Battery Standard print | 1,338 | 820 | 1,221 | 1,333 | 1,151 | 1,572 | 2,473 |
| Spanish Test Battery Large print | 29 | 81 | 63 | 21 | 30 | 49 | 18 |
| Spanish Test Battery Audio | 2 | 9 | 9 | 15 | 40 | 42 | 44 |
| Spanish Test Battery Braille | 1 | 0 | 0 | 0 | 0 | 2 | 0 |
| Number of calculators provided to the Test Centers (One time at the start of the contract, and as needed for newly opened Test Centers) | | | | 9,725 Total for 2014-2020 | | | |

| Number of Subtests Administered by Contractor | | | | | | | | |
|---|-------------------|--------------|-------------------|--------------|-------------------|--------------|-------------------|--------------|
| Test | 2016 | | 2017 | | 2018 | | 2019 | |
| | Paid for by NYSED | Free Retakes | Paid for by NYSED | Free Retakes | Paid for by NYSED | Free Retakes | Paid for by NYSED | Free Retakes |
| PBT | 103,564 | 3,468 | 94,936 | 8,219 | 82,531 | 11,397 | 76,906 | 8,480 |
| CBT | 14,486 | 1,296 | 18,799 | 2,027 | 20,731 | 2,636 | 28,755 | 3,404 |
| Total | 118,050 | 4,764 | 113,735 | 10,246 | 103,262 | 14,033 | 105,661 | 11,884 |

Attachment K: Additional Alternate Forms for PBTs and/or CBTs

| Additional Alternate Forms for PBTs and/or CBTs | | | |
|---|---|--|---|
| Required Translation and/or Special Editions of Test Forms | Required Annual Number of New Translated or Special Editions of Test Forms that the Contractor will Make Available | Preferred Annual Number of New Translated or Special Editions of Test Forms that the Contractor will Make Available | How Quickly Must New Forms Be Made Available by the Contractor to Test Centers/Candidates |
| Spanish Translation for PBT | 3 Forms per subtest | | Within 1 month of the provision of annual replacement regular English edition test forms |
| Spanish Translation for CBT | 3 Forms per subtest | | Within 1 month of the provision of annual replacement regular English edition test forms |
| English Braille for PBT only | 1 Form per subtest | 2 Forms per subtest | Within 2 months of the provision of annual replacement regular English edition test forms |
| English Audio for PBT only | 3 Forms per subtest | | Within 2 months of the provision of annual replacement regular English edition test forms |
| Spanish Audio for PBT only | 1 Form per subtest | 2 Forms per subtest | Within 2 months of the provision of annual replacement regular English edition test forms |
| Large-print English for PBT | 2 Forms per subtest | 3 Forms per subtest | Within 1 month of the provision of annual replacement regular English edition test forms |
| Large-print Spanish for PBT | 2 Forms per subtest | 3 Forms per subtest | Within 1 month of the provision of annual replacement regular English edition test forms |
| American Sign Language | | An electronic version of directions to test-takers from the Test Administration Manual | Within 2 months of the provision of annual replacement regular English edition test forms |
| Spanish Braille for PBT only | | 1 Form per subtest | This form need not be prepared annually but must be made available by the Contractor within 90 days of identified candidate need. |

6. PROPOSAL SUBMISSION DOCUMENT PACKAGES A - D

**RESPONSE TO
REQUEST FOR PROPOSAL #21-011
NEW YORK STATE EDUCATION DEPARTMENT**

Title: New York State High School Equivalency Testing Program

To respond to the RFP, which is noted above, you must complete all the documents that are contained in each package, signing each individual document as required. Attach any other pertinent information that responds to the information requested in the RFP and mail the documents to ensure the documents are received by the due date that is stated on the cover of the RFP:

Submit each of the following documents as a separate file:

| |
|--|
| Submission Documents labeled [name of bidder] Submission Documents RFP #21-011 |
| Technical Proposal labeled [name of bidder] Technical Proposal RFP #21-011 |
| Cost Proposal labeled [name of bidder] Cost Proposal RFP #21-011 |
| M/WBE Documents labeled [name of bidder] M/WBE Documents RFP #21-011 |

To: cau@nysed.gov

Subject line: "BID SUBMISSION RFP 21-011"

All bids must be received by 3:00 pm Eastern Time on the date specified in the RFP to be considered.

1. As indicated in the RFP, 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 in 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 21-011" - 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 and considered for award.
7. **Bids received after 3:00 pm Eastern Time on the date specified in the RFP will be disqualified.**

PACKAGE A—SUBMISSION DOCUMENTS

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

| | REQUIREMENT | Included |
|---|---|--------------------------|
| 1. | Electronic signature attestation (sign beside or provide by email) | <input type="checkbox"/> |
| 2. | This checklist | <input type="checkbox"/> |
| 3. | Response Sheet to Bids | <input type="checkbox"/> |
| 4. | Non-collusion Certification | <input type="checkbox"/> |
| 5. | MacBride Certification | <input type="checkbox"/> |
| 6. | Certification-Omnibus Procurement Act of 1992 | <input type="checkbox"/> |
| 7. | Certifications Regarding Lobbying; Debarment and Suspension; and Drug-Free Workplace Requirements | <input type="checkbox"/> |
| 8. | Offerer Disclosure of Prior Non-Responsibility Determinations | <input type="checkbox"/> |
| 9. | Iran Divestment Act Certification | <input type="checkbox"/> |
| 10. | Sexual Harassment Policy Certification | <input type="checkbox"/> |
| 11. | NYSED Substitute Form W-9 (If bidder is not yet registered in the SFS centralized vendor file. If registered, insert NYS Vendor ID in "Response Sheet for Bids" Check <input type="checkbox"/> if not applicable) | <input type="checkbox"/> |
| 12. | Vendor Responsibility Questionnaire (<input type="checkbox"/> Paper submission <input type="checkbox"/> Electronic filing <input type="checkbox"/> Not applicable) | <input type="checkbox"/> |
| While the following forms are not required until notification of selection is made, bidders are <u>strongly encouraged</u> to submit the following forms with their proposal | | |
| <i>Sales and Compensating Use Tax Documentation</i> | | |
| ST-220 CA | | |
| ST-220 TD | | |
| 13. | ST-220 CA , Sales and Compensating Use Tax Certification | <input type="checkbox"/> |
| <i>Worker's Compensation Documentation</i> | | |
| 14. | 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 | <input type="checkbox"/> |
| 15. | Form SI-12 – Certificate of Workers' Compensation Self-Insurance; or Form GSI-105.2 Certificate of Participation in Workers' Compensation Group Self-Insurance; OR | <input type="checkbox"/> |
| 16. | CE-200 Certificate of Attestation for New York Entities with No Employees and certain out of State Entities, that New York State Worker's compensation and/or Disability Benefits Insurance is not required. | <input type="checkbox"/> |
| <i>Disability Benefits Coverage</i> | | |
| 17. | Form DB-120.1 - Certificate of Disability Benefits Insurance; OR | <input type="checkbox"/> |
| 18. | Form DB-155 - Certificate of Disability Benefits Self-Insurance; OR | <input type="checkbox"/> |
| 19. | CE-200 – Certificate of Attestation of Exemption from New York State Workers' Compensation and/or Disability Benefits Coverage. | <input type="checkbox"/> |
| <i>Consultant Disclosure Reporting</i> | | |
| 19. | Form A | <input type="checkbox"/> |

6.2 PACKAGE B—TECHNICAL PROPOSAL PACKAGE

| Requirement | | Included |
|-------------|---|--------------------------|
| 1. | Technical Proposal | <input type="checkbox"/> |
| 2. | Appendix R, Data Privacy Appendix (posted separately) | <input type="checkbox"/> |
| 3. | Resumes | <input type="checkbox"/> |
| 4. | Request for Exemption from Disclosure Pursuant to the Freedom of Information Law, if applicable | <input type="checkbox"/> |

6.3 PACKAGE C—COST PROPOSAL PACKAGE (Signatures Required)

| Requirement | | Included |
|-------------|------------------------|--------------------------|
| 1. | Bid Form Cost Proposal | <input type="checkbox"/> |
| 2. | Subcontracting Form | <input type="checkbox"/> |
| 3. | M/WBE Purchases Form | <input type="checkbox"/> |

6.4 PACKAGE D—M/WBE PACKAGE (Signatures Required)

Full Participation Request Partial Waiver Request Total Waiver

| Type of Form | Forms Required | | |
|---|--------------------------|--------------------------|--------------------------|
| | Full Participation | Request Partial Waiver | Request Total Waiver |
| 1. M/WBE Cover Letter | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. M/WBE 100 Utilization Plan | <input type="checkbox"/> | <input type="checkbox"/> | N/A |
| 3. M/WBE 102 Notice of Intent to Participate | <input type="checkbox"/> | <input type="checkbox"/> | N/A |
| 4. EEO 100 Staffing Plan and Instructions | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. M/WBE 105 Contractor's Good Faith Efforts | N/A | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. M/WBE 101 Request for Waiver Form and Instructions | N/A | <input type="checkbox"/> | <input type="checkbox"/> |

Signature: _____ Date: _____

Print Name: _____ Name of Bidder: _____

Response Sheet for Bids

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

Agency and Bid-Delivery Information

In order to ensure the timely receipt of your bid, please use the subject line "BID SUBMISSION RFP 21-011" emailed to cau@nysed.gov.

Bidder Information—Please Complete This Section

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

| | |
|---------------------------------------|--|
| <u>Name of Company Bidding</u> | <u>Employer's Federal Tax ID Number</u> |
| | <u>NYS Vendor ID</u> |

| | | | | |
|----------------|---------------|-------------|--------------|-----------------|
| Address | <i>Street</i> | <i>City</i> | <i>State</i> | <i>Zip Code</i> |
| | | | | |

Check one of the following:

I certify that my organization has filed its Vendor Responsibility Questionnaire online via the New York State VendRep System and that the current questionnaire was certified within the past six months.

I am including a completed paper copy of the Vendor Responsibility Questionnaire with the bid proposal.

My entity is exempt based on the OSC listing.

My proposal is less than \$100,000, therefore a questionnaire is not required.

Other, explanation: _____

I am not submitting a bid. (Please complete and submit this sheet only; in addition, please indicate why you have chosen not to bid.) _____

| | | |
|---------------------------|--------------|---------------|
| Bidder's Signature | <i>Date</i> | <i>E-mail</i> |
| | <i>Phone</i> | <i>Fax</i> |

Print Name as Signed and Title

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

NON-COLLUSIVE BIDDING CERTIFICATION

In accordance with Section 139-d of the State Finance Law and paragraph 7 of Appendix A (Standard Clauses for NYS Contracts), the bidder hereby affirms, under penalty of perjury:

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FORGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this ____ day of _____, 20__ as the act and deed of said corporation of partnership.

The person signing on behalf of the bidder further affirms that he/she is authorized and responsible for signing this certificate.

Identifying Data

Name of Potential Contractor _____

Street Address _____

City, State, zip code: _____

Telephone: _____

Name: _____

Title: _____

Signature: _____

Joint or combined bids by companies or firms must be certified on behalf of each participant.

Legal name of person, firm or corporation

Legal name of person, firm or corporation

By: _____
Name

Name

Title

Title

Street Address

City, State, Zip Code

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

NAMES OF PARTNERS OR PRINCIPALS

LEGAL RESIDENCE

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

NAME

LEGAL RESIDENCE

President:

Secretary:

Treasurer:

President:

Secretary:

Treasurer:

MacBride Certification

**NONDISCRIMINATION IN EMPLOYMENT IN NORTHERN IRELAND:
MacBRIDE FAIR EMPLOYMENT PRINCIPLES**

In accordance with section 165 of the State Finance Law, the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership, or any individual or legal entity that holds a 10% or greater ownership in the bidder, either:

(Answer Yes or No to one or both of the following, as applicable)

1. Has business operations in Northern Ireland:

_____ Yes _____ No

If yes:

2. Shall take lawful steps in good faith to conduct any business operations they have in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such principles.

_____ Yes _____ No

Company Name: _____

Printed Name and Title of Authorized Representative:

Signature: _____

Date: _____

Proposal: _____

Commodity: _____

CERTIFICATION – OMNIBUS PROCUREMENT ACT OF 1992

The Omnibus Procurement Act of 1992 requires that by signing this RFP/bid proposal, contractors certify that whenever the total bid amount is greater than \$1 million:

1. The contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors on this project, and has retained the documentation of these efforts to be provided upon request to the State;
2. The contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
3. The contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor; or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The contractor agrees to document these efforts and to provide said documentation to the State upon request;
4. The contractor acknowledges notice that New York State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

Required Assurances**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 34 CFR Part 82, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Sections 82.105 and 82.110, the applicant certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

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

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions,

as defined at 34 CFR Part 85, Sections 85.105 and 85.110--

A. The applicant certifies that it and its principals:

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

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

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

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

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

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

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610 -

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

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

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

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

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

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

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

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

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

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

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

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

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

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent

with the requirements of the Rehabilitation Act of 1973, as amended; or

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

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs

(a), (b), (c), (d), (e), and (f).

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

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

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

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

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

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

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Policy and Oversight Professional, Department of Education, 400 Maryland Avenue, S.W. (Room 3652, GSA Regional Office building No. 3), Washington, DC 20202-4248. Notice shall include the identification number(s) of each affected grant.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications. The applicant will provide immediate written notice to the NYSED Contract Administration Unit if at any time

RFP #21-011

the applicant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

| | |
|---|---------------------------------------|
| NAME OF APPLICANT | PR/AWARD NUMBER AND / OR PROJECT NAME |
| PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE | |
| SIGNATURE | DATE |
| CONTRACT YEAR | CONTRACT NUMBER |

RFP #21-011

Instructions: The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the State Education Department.

Offerer Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Contract RFP Number: _____

Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):
No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle):
No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):
No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):
No Yes

RFP #21-011

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____
Signature

Name: _____

Title: _____



**NEW YORK STATE EDUCATION DEPARTMENT
 NYSED SUBSTITUTE FORM W-9:
 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER & CERTIFICATION**

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

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

| | |
|-------------------------|---|
| 1. Legal Business Name: | 2. If you use a DBA, please list below: |
|-------------------------|---|

3. Entity Type (Check one only):

Sole Proprietor
 Partnership
 Limited Liability Co.
 Business Corporation
 Unincorporated Association/Business
 Federal Government
 State Government
 Public Authority
 Local Government
 School District
 Fire District
 Other _____

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

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

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|

2. Taxpayer Identification Type (check appropriate box):

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

Part III: Address

| | |
|---|---|
| 1. Physical Address: | 2. Remittance Address: |
| Number, Street, and Apartment or Suite Number | Number, Street, and Apartment or Suite Number |
| City, State, and Nine Digit Zip Code or Country | City, State, and Nine Digit Zip Code or Country |

Part IV: Certification of CEO or Properly Authorized Individual

Under penalties of perjury, I certify that I am the CEO or properly authorized individual and that the number shown on this form is my correct Taxpayer Identification Number (TIN).

Sign Here:

| | |
|------------|---------------------------------|
| | |
| Signature | Date |
| | |
| Print Name | Phone Number Email Address |

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

Contact Person: _____ Title: _____
 (Print Name)

Contact's Email Address: _____ Phone Number: _____

Part VI: Survey of Future Payment Methods

Please indicate all methods of payment acceptable to your organization:

Electronic
 Check
 VISA

**NYS Education Department
Instructions for Completing NYSED Substitute W-9**

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

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

Part I: Payee/Vendor/Organization Information

1. **Legal Business Name:** For individuals, enter the name of the person who will do business with NYS as it appears on the Social Security card or other required Federal tax documents. An organization should enter the name shown on its charter or other legal documents that created the organization. Do not abbreviate names.
2. **DBA (Doing Business As):** Enter your DBA name, if applicable.
3. **Entity Type:** Mark the Entity Type doing business with New York State.

Part II: Taxpayer Identification Number (TIN) and Taxpayer Identification Type

1. **Taxpayer Identification Number:** Enter your nine-digit Social Security Number, Individual Taxpayer Identification Number (ITIN)² or Employer Identification Number.
2. **Taxpayer Identification Type:** Mark the type of identification number provided.

Part III: Address

1. **Physical Address:** List the location of where your business is physically located.
2. **Remittance Address:** List the location where payments should be delivered.

Part IV: Certification of CEO or Properly Authorized Individual

Please sign, date and print the authorized individual's name, telephone and email address. An email address will facilitate communication and access to Vendor Self Service.

Part V: Contact Information

Please provide the contact information for an individual who is authorized to make legal and financial decisions for your organization. An email address will facilitate communication and access to Vendor Self Service.

Part VI: Survey of Future Payment Methods

Payment methods are needed for informational purposes. To expedite payments, vendors are strongly encouraged to consider accepting payment via VISA credit card.

² An ITIN is a nine-digit number used by the United States Internal Revenue Service for individuals not eligible to obtain a Social Security Number, but are required to file income taxes. To obtain an ITIN, submit a completed W-7 to the IRS. The IRS will notify you in writing within 4 to 6 weeks about your ITIN status. In order to do business with New York State, **you must submit IRS Form W-8** along with our NYSED Substitute Form W-9 showing your ITIN. IRS Form W-8 certifies your foreign status. To obtain IRS Forms W-7 and W-8, call 1-800-829-3676 or visit the [IRS website](#).

IRAN DIVESTMENT ACT CERTIFICATION

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should the New York State Education Department (AGENCY) receive information that a person is in violation of the above-referenced certification, AGENCY will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then AGENCY shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

AGENCY reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

CERTIFICATION – Sexual Harassment Policy

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at minimum, meet the requirements of section two hundred one-g of the labor law.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

**Request for Exemption from Disclosure
Pursuant to the Freedom of Information Law**

New York State Public Officers Law, Article 6 (Freedom of Information Law) requires that each agency shall make available all records maintained by said agency, except that agencies may deny access to records or portions thereof that fall within the scope of the exceptions listed in Public Officers Law §87(2).

Any proprietary materials submitted as part of, or in support of, a bidder’s proposal, which bidder considers confidential or otherwise excepted from disclosure under the Freedom of Information Law, must be specifically so identified, and the basis for such confidentiality or other exception must be specifically set forth.

Please list **all** such documents for every portion of the proposal on the form below, and include a copy of this document with the technical proposal. Materials which are not indicated below may be released in their entirety upon request without notice to you.

According to law, the entity requesting exemption from disclosure has the burden of establishing entitlement to confidentiality. Submission of this form does not necessarily guarantee that a request for exemption from disclosure will be granted. If necessary, NYSED will make a determination regarding the requested exemptions, in accordance with the process set forth in Public Officers Law §89(5).

| Material for which Exemption is Requested | Location / Page Number(s) | Basis for Request |
|--|----------------------------------|--------------------------|
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

RFP #21-011

6.2 PACKAGE C—COST PROPOSAL

Please use the separately posted Excel document for the Bid Form – Cost Proposal, Subcontracting Form, and M/WBE Purchases Form.

Contractor must agree that NYSED will not be charged for any candidate's 1st or 2nd retake of the same subtest within the same calendar year as their initial take.

Reimbursement to the contractor for all required special editions of the subtests as well as for any additional alternate language editions the contractor may propose to provide shall be at the same cost as for the regular English edition.

NYSED makes no guarantee as to the number of administrations that will occur in any calendar year and will only pay for actual exams administered. However, for purposes of estimating a total contract value, 100,000 will be used as the estimated annual number of subtests for which the vendor will receive payment under this contract.

6.3 PACKAGE D—M/WBE Documents

RFP #21-011
M/WBE COVER LETTER
Minority & Woman-Owned Business Enterprise Requirements

NAME OF FIRM _____

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

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

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

| |
|---|
| By my signature on this Cover Letter, I certify that I am authorized to bind the Bidder's firm contractually. |
| Typed or Printed Name of Authorized Representative of the Firm |
| Typed or Printed Title/Position of Authorized Representative of the Firm |
| Signature/Date |

RFP #21-011

M/WBE UTILIZATION PLAN

INSTRUCTIONS: All bidders submitting responses to this procurement must complete this M/WBE Utilization Plan unless requesting a total waiver and submit it as part of their proposal. The plan must contain detailed description of the services to be provided by each Minority and/or Women-Owned Business Enterprise (M/WBE) identified by the bidder.

Bidder's Name _____ Telephone: _____
 Address _____ Federal ID No.: _____
 City, State, Zip _____ RFP No.: _____

| Certified M/WBE | Classification (check all applicable) | Description of Work (Subcontracts/Supplies/Services) | Annual Dollar Value of Subcontracts/Supplies/Services |
|--|---|---|--|
| NAME ADDRESS CITY, ST, ZIP PHONE/E-MAIL FEDERAL ID No. | NYS ESD Certified MBE _____ WBE _____ | | \$ _____ |
| NAME ADDRESS CITY, ST, ZIP PHONE/E-MAIL FEDERAL ID No. | NYS ESD Certified MBE _____ WBE _____ | | \$ _____ |

PREPARED BY (Signature) _____ DATE _____

SUBMISSION OF THIS FORM CONSTITUTES THE BIDDER'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-1, 5 NYCRR PART 143 AND THE ABOVE REFERENCE SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR PROPOSAL DISQUALIFICATION.

NAME AND TITLE OF PREPARER: _____
 (print or type)
 TELEPHONE/E-MAIL _____
 DATE _____

M/WBE 100

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

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

INSTRUCTIONS: Part A of this form must be completed and signed by the Bidder/Contractor unless requesting a total waiver. Parts B & C of this form must be completed by MBE and/or WBE subcontractors/suppliers. The bidder/contractor must submit a separate M/WBE Notice of Intent to Participate form for each MBE or WBE as part of the proposal.

RFP #21011

Bidder Name: _____ Federal ID No.: _____

Address: _____ Phone No.: _____

City _____ State _____ Zip Code _____ E-mail: _____

Signature of Authorized Representative of Bidder's Firm _____
Print or Type Name and Title of Authorized Representative of Bidder's Firm

Date: _____

PART B - THE UNDERSIGNED INTENDS TO PROVIDE SERVICES OR SUPPLIES IN CONNECTION WITH THE ABOVE PROCUREMENT:

Name of M/WBE: _____ Federal ID No.: _____

Address: _____ Phone No.: _____

City, State, Zip Code _____ E-mail: _____

BRIEF DESCRIPTION OF SERVICES OR SUPPLIES TO BE PERFORMED BY MBE OR WBE:

DESIGNATION: MBE Subcontractor WBE Subcontractor MBE Supplier WBE Supplier

PART C - CERTIFICATION STATUS (CHECK ONE):

The undersigned is a certified M/WBE by the New York State Division of Minority and Women-Owned Business Development (MWBD).

**THE UNDERSIGNED IS PREPARED TO PROVIDE SERVICES OR SUPPLIES AS DESCRIBED ABOVE AND WILL ENTER INTO A FORMAL AGREEMENT WITH THE BIDDER
CONDITIONED UPON THE BIDDER'S EXECUTION OF A CONTRACT WITH THE NEW YORK STATE EDUCATION DEPARTMENT.**

The estimated dollar amount of the agreement \$ _____ Signature of Authorized Representative of M/WBE Firm _____

_____ Date _____ Printed or Typed Name and Title of Authorized Representative

EQUAL EMPLOYMENT OPPORTUNITY - STAFFING PLAN
Instructions on Page 2

Bidder Name: _____
 Address: _____
 City, State, ZIP: _____

Telephone: _____
 Federal ID No.: _____
 RFP No: _____

Report includes:

Reporting Entity: _____

Work force to be utilized on this contract

Contractor

Contractor/Subcontractor's total work force

Subcontractor - Name: _____

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

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

PREPARED BY (Signature): _____

DATE : _____

NAME AND TITLE OF PREPARER: _____
 (print or type)

TELEPHONE/EMAIL: _____

EEO 100 STAFFING PLAN INSTRUCTIONS

General Instructions: All Bidders and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's or subcontractor's total work force, the Bidder shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's or subcontractor's total work force, the Bidder shall complete this form for the contractor's or subcontractor's total work force.

Instructions for Completing:

1. Enter the RFP number that this report applies to, along with the name, address, and federal ID number of the Bidder.
2. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Bidder's total work force.
3. Check off the appropriate box to indicate if the Bidder completing the report is the contractor or subcontractor.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and race/ethnic background and enter under the heading Race/Ethnicity. Contact the Designated Contact(s) for the solicitation if you have any questions.
6. Enter the name, title, phone number and/or email address for the person completing the form. Sign and date the form in designated areas.

RACE/ETHNIC IDENTIFICATION

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

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

EEO 100

5 NYCRR 142.8 CONTRACTOR'S GOOD FAITH EFFORTS

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

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

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

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

M/WBE CONTRACTOR GOOD FAITH EFFORTS CERTIFICATION (FORM 105)

PROJECT/CONTRACT # _____

I, _____
(Contractor/Vendor)

_____ of _____
(Title) (Company)

_____ (Address) _____ (Telephone Number)

do hereby submit the following as evidence of our good faith efforts to retain certified minority- and women-owned business enterprises:

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

Submit additional pages as needed.

Authorized Representative Signature

Date

M/WBE CONTRACTOR UNAVAILABLE CERTIFICATION

RFP#/PROJECT NAME _____

I, _____
(Authorized Representative) (Title) (Bidder's Company)

(Address) (Phone)

I certify that the following New York State Certified Minority/Women Business Enterprises were contacted to obtain a quote for work to be performed on the abovementioned project/contract.

List of date, name of M/WBE firm, telephone/e-mail address of M/WBEs contacted, type of work requested, estimated budgeted amount for each quote requested.

| <u>DATE</u> | <u>M/WBE NAME</u> | <u>PHONE/EMAIL</u> | <u>TYPE OF WORK</u> | <u>ESTIMATED BUDGET</u> | <u>REASON</u> |
|-------------|-------------------|--------------------|---------------------|-------------------------|---------------|
| 1. | | | | | |
| 2. | | | | | |
| 3. | | | | | |
| 4. | | | | | |
| 5. | | | | | |

To the best of my knowledge and belief, said New York State Certified Minority/Women Business Enterprise contractor(s) was/were not selected, unavailable for work on this project, or unable to provide a quote for the following reasons: Please check appropriate reasons given by each MBE/WBE firm contacted above.

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

Authorized Representative Signature Date Print Name

REQUEST FOR WAIVER FORM

| | |
|--------------------------------|---------------------------|
| BIDDER/CONTRACTOR NAME: | TELEPHONE: |
| ADDRESS: | EMAIL: |
| CITY, STATE, ZIPCODE: | FEDERAL ID NO.: |
| | RFP#/CONTRACT NO.: |

INSTRUCTIONS: By submitting this form and the required information, the bidder/contractor certifies that Good Faith Efforts have been taken to promote M/WBE participation pursuant to the M/WBE goals set forth under this RFP/Contract.

Please see Page 2 for additional requirements and document submission instructions.

| BIDDER/CONTRACTOR IS REQUESTING (check all that apply): | | | |
|--|--|--|--|
| <input type="checkbox"/> MBE Waiver - A waiver of the MBE goal for this procurement is requested. | <input type="checkbox"/> WBE Waiver - A waiver of the WBE goal for this procurement is requested. | | |
| <input type="checkbox"/> Total <input type="checkbox"/> Partial _____% | <input type="checkbox"/> Total <input type="checkbox"/> Partial _____% | | |

PREPARED BY (*Signature*): _____ DATE: _____

SUBMISSION OF THIS FORM CONSTITUTES THE BIDDER/CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR PROPOSAL DISQUALIFICATION.

| NAME OF PREPARER: TITLE OF PREPARER: TELEPHONE: EMAIL: | FOR AUTHORIZED USE ONLY | |
|---|--|--|
| | REVIEWED BY: _____ DATE: _____ WAIVER GRANTED <input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> TOTAL WAIVER <input type="checkbox"/> PARTIAL WAIVER <input type="checkbox"/> NOTICE OF DEFICIENCY <input type="checkbox"/> CONDITIONAL WAIVER COMMENTS: _____ DATE: _____ | |

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

When completing the Request for Waiver Form, please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1-10, as listed below. Copies of the following information and all relevant supporting documentation must be submitted along with the request.

1. A statement setting forth your basis for requesting a partial or total waiver.
2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals.
3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.
4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.
6. Provide copies of responses made by certified M/WBEs to your solicitations.
7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.
8. Provide documentation of any negotiations between you, the Bidder/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participations goals.
9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.
10. Provide the name, title, address, telephone number and email address of the Bidder/Contractor's representative authorized to discuss and negotiate this waiver request.

NOTE: Unless a Total Waiver has been granted, Bidder/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the procurement and/or contract, as deemed appropriate by NYSED, to determine M/WBE compliance.

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: mwbecertification@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 A-1 - Agency Specific Clauses
 4. Appendix X - Sample Modification Agreement Form (where applicable)
 5. Appendix A-3 - Minority/Women-owned Business Enterprise Requirements (where applicable)
 6. Appendix B - Budget
 7. Appendix C - Payment and Reporting Schedule
 8. Appendix R – Data Privacy Appendix (where applicable)
 9. Appendix D - Program Work Plan

Revised 10/13/20